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ABSTRACT

Collective bargaining agreements between the boards of trustees and faculty associations of six selected community colleges in Michigan are presented, representing contracts in effect in 1988 and 1989. Contracts for the following colleges are presented: Schoolcraft College; Glen Oaks Community College; Kirtland Community College; Mid-Michigan Community College; Macomb Community College; and Wayne County Community College. With some variation among the agreements in terms of coverage and detail, the following topics are dealt with: bargaining agent recognition; strikes and lockouts; faculty workload; bargaining agent rights; academic freedom; grievance procedures; reduction in force and recall; advisement; personal and professional leaves of absence; transfer; instructional technology; personnel files; evaluation procedures; teacher discipline, suspension, termination, and nonrenewal; extra-curricular involvement and committee assignments; outside employment; salary and fringe benefits; insurance; tuition reimbursement; retirement; a savings clause; and a duration, termination, and renewal of the agreement clause. Salary schedules are included with many of the agreements. (JMC)

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SELECTED COLLECTIVE BARGAINING AGREEMENTS OF MICHIGAN TWO-YEAR COLLEGES

Part of a collection of collective bargaining agreements compiled by the National Education Association.

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AGREEMENT BETWEEN THE
BOARD OF TRUSTEES OF
THE SCHOOLCRAFT COMMUNITY COLLEGE DISTRICT

AND

THE FACULTY FORUM OF
SCHOOLCRAFT COLLEGE
August, 1988 - August, 1991

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AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF THE SCHOOLCRAFT COMMUNITY COLLEGE DISTRICT

AND

THE FACULTY FORUM OF SCHOOLCRAFT COLLEGE

This Agreement, entered into this 23rd day of August, 1988 by and between the Board of Trustees of the Schoolcraft Community College District (hereinafter called the "Board") and the Schoolcraft College Faculty Forum, a local unit of the Michigan Education Association and the National Education Association, (hereinafter called the "Forum").

PREAMBLE

WHEREAS, the Board and the Forum recognize and declare that providing quality higher education consistent with community resources for the people of this College District is their mutual aim and that the character of such education depends, (in part), upon the quality and morale of the professional personnel, and

WHEREAS, the Faculty recognize that their primary responsibility is to perform their professional duties fully, properly, and ethically, and

WHEREAS, the Board has a statutory obligation, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, to bargain with the Forum as the representative of the faculty with respect to hours, wages, terms, and conditions of employment.

NOW THEREFORE, it is agreed:

ARTICLE I

RECOGNITION AND DEFINITIONS

Section 1. The Board recognizes the Forum as the sole and exclusive bargaining representative as defined in Section 11 of Act 379 Public Acts of Michigan, 1965, for all instructors, counselors, librarians, resource persons (L.A.C.), full and part-time and part-time clinical nursing instructors employed by Schoolcraft College; excluding all employees on administrative contracts, substitutes, Community Service and Continuing Education instructors, coaches, and all other employees.

Section 2. For the purposes of this Agreement, the following terms shall mean:

A. Faculty Member. The term "faculty member" shall mean all instructors, coordinator/instructors, counselors and librarians employed full time by Schoolcraft College; and where so specified in this Agreement, the term faculty member shall apply to all part-time instructors, part-time counselors, part-time librarians, and all part-time clinical nursing instructors employed by Schoolcraft College.

B. Full-Time Instructor is an instructor who either:

  1. Teaches one or more courses, the total of which constitutes eleven (11) or more contact hours per semester; or

  2. Teaches in Culinary Arts and satisfies the definition of a basic load as defined in Article V, Section 2(F) for a semester.

C. Full-Time Counselor. The term "full-time counselor" shall mean a full-time counselor who is employed by Schoolcraft College under a probationary or full-status contract for a twelve (12) month period, with thirty-eight (38) weeks of assigned duties and who has a regular work load of thirty-five (35) hours a week.

D. Full-Time Admissions/Financial Aids Counselor. The term "full-time admissions/financial aids counselor" shall mean a counselor who is employed by Schoolcraft College under a probationary or full-status contract for a twelve (12) month period, with forty-six (46) weeks of assigned duties and who has a regular work load of thirty-five (35) hours a week.

Section 2. (cont'd.)

E. Counselor - Career Planning and Placement. The term "counselor - career planning and placement" shall mean a counselor assigned as a counselor in the Career Planning and Placement Center and who is employed by Schoolcraft College under a probationary or a full-status contract for a twelve (12) month period with thirty-eight (38) weeks of assigned duties and who has a regular work load of thirty-five (35) hours a week.

F. Full-Time Librarian. The term "full-time librarian" shall mean any librarian who is employed by Schoolcraft College under a probationary or full-status contract for either a twelve (12) month period with forty-six (46) weeks of assigned duties or for a thirty-six (36) week contract to cover the Instructional College Year, and who has a regular work load of thirty-five (35) hours a week.

G. Full-Time RTI Coordinator/Instructor. The term "full-time RTI coordinator/instructor" shall mean the RTI coordinator/ instructor who is employed by Schoolcraft College under a probationary or full-status twelve (12) month contract containing forty-six (46) weeks of assigned duties.

H. Full-Time BMET Coordinator/Instructor. The term "full-time BMET coordinator/instructor" shall mean the BMET coordinator/ instructor who is employed by Schoolcraft College under a probationary or full-status contract to perform coordination functions as per Appendix G.

I. Full-Time Criminal Justice Coordinator/Instructor. The term, "full-time criminal justice coordinator/Instructor shall mean the criminal justice coordinator/Instructor who is employed by Schoolcraft College under a probationary or full-status contract to perform coordination functions as per Appendix H.

J. Full-time Medical Laboratory Technology Coordinator/Instructor. The term "full-time medical laboratory technology coordinator/instructor" shall mean the medical laboratory technology coordinator/instructor who is employed by Schoolcraft College under a probationary or a full-status twelve (12) month contract containing forty-six (46) weeks of assigned duties.

K. Full-Time Cooperative Training Coordinator/Instructor. The term "full-time cooperative training coordinator/ instructor" shall mean the cooperative training coordinator/instructor who is employed by Schoolcraft College under a probationary or full-status contract for the Fall and Winter semesters and satisfies the definition of a basic load as defined in Article V, Section 2G, for a semester.

ARTICLE I (Cont'd.)

Section 2. (cont'd.)

L. Full-Time Occupational Therapy Assistant Coordinator/Instructor. The term "full-time occupational therapy assistant coordinator/instructor" shall mean the occupational therapy assistant coordinator/instructor who is employed by Schoolcraft College under a probationary or full-status twelve (12) month contract containing forty-six (46) weeks of assigned duties.

M. Full-Time Medical Records Technology Coordinator/Instructor. The term "full-time medical records technology coordinator/instructor" shall mean the medical records technology coordinator/instructor who is employed by Schoolcraft College under a probationary or full-status contract for the Fall and Winter semesters.

N. Full-Time Academic Options Instructor/Coordinator. The term "full-time academic options instructor/coordinator" shall mean the academic options instructor/coordinator who is employed by Schoolcraft College under a probationary or full-status contract to perform functions as per Appendix M.

O. Full-Time Instructor/Artistic Director of the Theatre. The term "full-time instructor/artistic director of the theatre" shall mean the instructor/artistic director of the theatre who is employed by Schoolcraft College under a probationary or full-status contract to perform functions as per Appendix N.

P. Full-Time Learning Assistance Center Resource Person. The term "LAC resource person" shall mean the LAC resource person who is employed by Schoolcraft College and assigned for thirty-eight (38) weeks within a fifty-two (52) week year for thirty-five (35) hours per week as per Article XV of this Agreement.

Q. Part-Time Instructor. The term "part-time instructor" shall mean anyone who teaches one or more College credit courses per semester or session, a total of which is less than eleven (11) contact hours per semester or session.

R. Part-Time Clinical Nursing Instructor. The term "part-time clinical nursing instructor" shall mean anyone who is employed and who is responsible for clinical nursing labs between one (1) and thirty (30) clock hours per week per semester or session.

S. Part-Time Counselor. The term "part-time counselor" shall mean anyone who counsels and performs the duties per Appendix "D" for less than twenty-four (24) hours per week in a semester or session.

T. Part-Time Educational Counselor - Registration Period. The term "part-time educational counselor - registration period" shall mean anyone who counsels and performs the duties of Appendix Q for less than twenty-four (24) hours per week in a semester or session.

Part-time Educational Counselors - Registration Period may be hired, as required, to fill the additional needs for academic advising after the full-time counselors have been scheduled, either as part of their base load, overtime option or supplemental assignment, and after part-time counselors have been scheduled.

U. Part-Time Librarian. The term "part-time librarian" shall mean anyone whose work consists of those duties described in Appendix E, or as deemed necessary by the appropriate administrator for less than twenty-four (24) hours per week in a semester or session.

Section 3. Definition of Instructional College Year. An instructional college year for the purposes of this Agreement is defined as consisting of the Fall and Winter semesters as specified in Appendices T, T-1, T-2 and T-3. Two semesters constitute the annual contract period for all full-time instructors except as specified elsewhere in this Agreement.

Section 4. The Board agrees not to negotiate with any faculty member or faculty organization other than the Forum and its officially designated representatives with respect to wages, hours, terms, and conditions of employment for faculty members covered by this Agreement for the duration of this Agreement.

Section 5. The Forum will continue to represent all members of the bargaining unit, equally, without regard to membership in the Forum.

Section 6. Union Representative. In the Fall of each year, the Faculty Forum shall notify the administration, in writing, of its officially designated representatives. Wherever in this Agreement, the phrase "Faculty Forum representative", "Forum representative", or "union representative" appears, it shall mean any one of these officially designated representatives of the Forum as determined by the Forum President or his/her designee.

ARTICLE II

BOARD RIGHTS

Section 1. Except as modified by the terms of this Agreement, the Board shall retain all rights and powers to manage Schoolcraft College and to direct its faculty as conferred by the laws and constitution of the State of Michigan and of the United States and encompassed in the Board's responsibility to manage the Community College District. These rights and powers shall include, but shall not be limited to:

A. The executive management and administrative direction of its properties, facilities, and faculty.

B. The hiring, assignment, layoff, firing, and suspension of faculty subject to provisions of law.

C. The establishment or elimination of curricula, courses of instruction, and extra curricular programs.

The exercise of these rights shall be limited only by the terms of the Agreement and provisions of law.

ARTICLE III

FULL-TIME FACULTY RIGHTS AND RESPONSIBILITIES

Section 1. The Board shall designate bulletin boards or adequate portions thereof for the posting of Forum business notices or social announcements. All such notices or announcements shall be furnished to the Manager of Personnel Services or his/her designee prior to posting.

Section 2. The Forum shall have access to faculty mailboxes for its business notices and social announcements. All such notices or announcements shall contain the signature of a Forum official and a copy shall be furnished to the Manager of Personnel Services or his/her designee prior to distribution.

Section 3. The Forum shall have the right to use College facilities and equipment for meetings provided the use of such facilities and equipment is scheduled through the Coordinator of Special Events. The Forum shall pay any overtime costs incurred as a result of the use of College facilities, and shall pay for the cost of all materials and supplies incidental to the use of College equipment. College non-faculty personnel shall not be utilized for business during their working hours.

Section 4. In response to official requests the Board agrees to furnish to the Forum available public information which shall assist the Forum in preparing for negotiations. The Board shall not be expected to compile information but shall provide such information in the form available.

Section 5. Each instructor shall be entitled to freedom of discussion within the classroom on all matters within the framework of the course being taught, which are relevant to the course and within his/her area of competence.

Section 6. Any full-status faculty member may request a change in departmental assignment to another area within his/her competency by giving official written notice to the appropriate administrator with a copy to the appropriate Vice President. Such notice must be received prior to February 1 of the contract year. Faculty members making such a request will be given first consideration for any existing opening. Assignments shall be made at the discretion of the Board. Should the request be denied, the faculty member will be notified in writing as to the reasons for refusal.

Section 7. Each full-time faculty member shall have the right upon reasonable request and notice to review the contents of his/her personnel file, excluding letters of recommendation and employment credentials, with an appropriate administrator. The faculty member may be accompanied by a Forum representative if he/she so desires. When material is placed in an individual's personnel file the faculty member shall be furnished a copy of said material and shall have ten (10) days to write a rebuttal which shall be attached to the original material in the file.

Section 8. The Board shall not require any full-time faculty member to assume an extra contractual assignment without his/her prior written consent.

Section 9. Any and all full-time faculty and administrative vacancies and new positions shall be posted and copies provided the Forum. Such posting shall contain a list of qualifications necessary to hold the position and a closing date for accepting applications. Full-time faculty applying for faculty positions shall be given first consideration in filling the vacancy provided said vacancy is within his/her competency. The Board shall have the sole authority to fill these vacancies.

Section 10. Procedure for Hiring of New, Full-Time Faculty Members.

A. Upon administrative determination of a vacancy to be filled by a full-time faculty member, the Faculty Representative of the affected department shall be notified and proceed to assist the appropriate administrator in determining whatever general and/or specific qualifications are to be sought.

B. Upon completion of the posting period, the Personnel Office shall make a preliminary screening to determine if applicants have met the desired qualifications and remove from further consideration, those applicants which do not.

C. A formal screening committee consisting of the Faculty Representative or his/her designee, one additional full-time member of the department, and the appropriate administrator(s) shall meet to review the applications (including those removed in Step B., if so desired) and determine which, if any, of the fully qualified candidates they will interview.

Section 10. (cont'd.)

D. Upon completion of the screening and interviewing of the candidates, the committee will recommend their choices in rank order of preference.

Section 11. Job Descriptions

A. If the Board wishes to establish a new faculty position, it shall so notify the Forum and attempt to conclude a memorandum of understanding regarding the job description. Should the parties be unable to agree within one month of the Board's submission of the proposed job description to the Forum, the Board may implement its proposal on a temporary basis. If the Board chooses to implement the change without concluding a memorandum of understanding, it shall so notify the Forum. The Forum shall have fifteen (15) days from this notice to file a grievance. Such a grievance may be expedited by filing it at Step III of the grievance procedure. Should the Forum not file a grievance within this time period, the Board proposal shall become the memorandum of understanding. If a grievance is filed, the Board proposal shall be the temporary job description during the grievance and arbitration processes.

B. 1. Should it be necessary to amend existing job descriptions due to changes required by an outside accrediting agency, the Board shall so notify the Forum and attempt to conclude a memorandum of understanding regarding these changes. Should the parties be unable to agree within thirty (30) days of the Board's submission of its proposed changes, either party may request immediate and expedited binding arbitration to resolve outstanding differences.

2. Should the Board wish to amend existing job description(s) for any other reason, then the amendment process provided within this Agreement shall be followed.

Section 12. The presence of cameras, tape recorders or similar recording devices during the meeting of a class shall be subject to the permission of the instructor, except as modified by Federal Law or State statutes.

Section 13. The full-time faculty member is entitled to the enjoyment of his/her constitutionally guaranteed rights. When he/she acts as a private citizen, he/she shall be free from institutional discipline. The faculty member, mindful of his/her responsibility to protect his/her own and the institution's integrity, shall exercise reasonable care to show that he/she is acting as a private citizen and does not speak for nor represent the College.

Section 14. Disciplinary Meetings and Reprimands

A. An officially designated representative of the Forum shall at all times be present when a meeting is held for the purpose of reprimanding or disciplining a full-time faculty member, unless said faculty member presents a written waiver to an officially designated representative of the Forum and the appropriate administrator prior to the meeting.

B. Any written notice of reprimand placed in a faculty member's file shall be removed upon his/her voluntary termination of employment if the written notice is more than two years old.

C. Copies of any letters of reprimand or discipline shall be provided to the President of the Forum.

D. In determining the appropriate disciplinary action, the principle of progressive discipline shall be considered.

Section 15. The Board, while fulfilling its responsibilities to handicapped students, will notify faculty when an enrollee has been identified as a handicapped student and will indicate the special assistance and/or special equipment being provided.

Section 16. Governance

A. At least once every other month during the academic year, the College President shall meet with the Forum officers to discuss matters of concern to either or both of the parties. Either party may initiate items for discussion and either party may bring additional persons to the meeting.

B. Whenever standing or ad hoc committees containing faculty representation shall forward written recommendations to the appropriate administrator, said administrator shall respond, in writing, to that committee as to the disposition of the recommendation(s) as well as reason(s) for the disposition.

ARTICLE IV

FULL-TIME FACULTY STATUS

Section 1. Probationary Status

A. Full-time faculty members shall initially be employed in a probationary status for up to the first two years of their employment with Schoolcraft College. A full-status contract shall be offered to the faculty member upon completion of this two-year period if the faculty member's evaluations have been satisfactory; and if the

Section 1A. (cont'd.)

faculty member has successfully met any conditions which may have been established, as part of the probationary contract, at the time of hire; and if there exists a continuing need for the faculty member's services. If all of these conditions have not been met, the College may either terminate the faculty member's employment or offer an extension of the probationary period for up to a third year to allow more time for the conditions to be met. If all conditions have not been met at the end of the third year of probation, the faculty member's employment shall be terminated. If the conditions have been met, a full-status contract shall be offered to the faculty member.

B. Orientation - All newly hired full-time faculty members shall be obligated to attend the mandatory orientation program as deemed necessary by the appropriate Assistant Dean.

Section 2. Evaluation of Probationary Employees

A. Probationary full-time faculty members shall be subject to a continuous formal evaluation.

B. The following evaluation procedure will be utilized by the Office of Instruction and/or the Office of Student Services in evaluating probationary full-time faculty members.

1. Evaluations will be conducted by the appropriate Assistant Dean, Director, Dean, or Vice President, and by the Faculty Representative.

2. Evaluations will be carried on in the classroom, the laboratory, or other locations where the full-time faculty member performs his/her duties.

3. Written reports will be made of each evaluation.

4. The probationary full-time faculty member may make a written response to the evaluation. The response must be made within ten (10) working days after the conference with the two evaluators and will be attached to the evaluation.

5. The evaluation and response will be forwarded to the appropriate Dean or Vice President.

6. Student evaluation may be requested by either or both of the evaluators or by the full-time faculty member. When such an evaluation occurs it must take place in the same semester

Section 2B6. (cont'd.)

during which the formal evaluation has occurred. Such an evaluation must include all classes currently being taught by that instructor or a sampling of fifty (50) students from that counselor's load.

7. There will be a minimum of four evaluations per instructional college year equally divided between each semester. Should these evaluations present evidence of deficiency, a reasonable number of additional evaluations beyond the minimum shall be permitted to monitor progress in the remedy of these deficiencies.

8. Where a probationary performance shows deficiencies, the deficiency must be stated in writing along with a plan for improvement. Such a plan must be jointly formulated by both evaluators and presented to the probationary full-time faculty member in a conference with the appropriate Dean or Vice President. Should the evaluators be unable to agree on such a plan, it shall be devised by the appropriate Dean or Vice President.

9. After each written evaluation, a conference will be held between the probationary full-time faculty member and the two evaluators. The written evaluation will be discussed with the probationary full-time faculty member and initialed by him/her before the evaluation is placed in his/her personnel file.

10. Should it be necessary to revise or develop an evaluation form, such form will be revised or developed jointly by the Manager of Personnel Services and the President of the Faculty Forum or his/her designee.

Section 3. Each probationary full-time faculty member will be notified in writing by March 15, or November 15, or forty-five (45) days prior to the end of the contract period, whichever is appropriate, of one of the following:

A. The continuation of the probationary contract.

B. The placement of said probationary full-time faculty member on a full-status contract.

C. Termination of employment.

Section 4. Probationary status may be terminated in the following manner:

A. By mutual consent at any time.

Section 4. (cont'd.)

B. By resignation of the full-time faculty member at the end of the probationary contract period, provided written notice of such resignation is given as soon as possible but not later than forty-five (45) days before the end of the probationary contract period.

C. By administrative action during the course of the probationary contract period. Termination of probationary full-time status during the course of the probationary contract period shall be for cause. A written notice of termination, setting forth the reason for such action, shall be furnished the full-time faculty member. Within fifteen (15) days after the receipt of such notice, the full-time faculty member may request a hearing before the Board by presenting a written request to the Chairman of the Board, with a copy to the President of the College. The procedure but not the dates set out in Article IV, Section 7, shall be followed.

D. By administrative action at the end of the probationary contract period. The release of a full-time faculty member on probationary status may take place at the end of the probationary contract period without recourse to the grievance procedure. By March 15, or November 15, or forty-five (45) days prior to the end of the contract period, whichever is appropriate, the probationary full-time faculty member shall be notified of his/her release and the reasons therefor in accordance with the provisions of Section 3 of this Article. Within ten (10) days of the receipt of such notice, the probationary full-time faculty member may request a hearing before the Board. Such request shall be in writing. The Board shall schedule the hearing within thirty (30) days from the date of the receipt of such written request. In reaching its decision, the Board shall review and consider the employee's probationary evaluation reports. The Board may consider all other matters it deems relevant in reaching its decision.

Section 5. Full-Status Full-Time Faculty Member

A. A full-status full-time faculty member shall receive a contract that will guarantee his/her continued services except for the following conditions: termination, staff reduction, retirement, resignation.

B. An annual salary agreement (See Appendix A and A-1 or A-2 or A-3) is required for use with this continuing contract.

C. A full-status contract may be terminated by the Board (see Section 7 of this Article, Procedure for Terminating a Full-status Full-Time Contract) for the following reason(s): of retirement due to age, or good and adequate cause, or as an out-growth of the suspension procedure.

ARTICLE IV (Cont'd.)

Section 5. (cont'd.)

D. A full-status, full-time faculty member may be suspended for good and adequate cause (see Section 8 of this Article, Procedure for Suspending a Full-status Full-time Faculty Member). Such a suspension may be with or without pay.

Section 6. Academic Rank - Full-Time Faculty

A. An academic rank system shall consist of the following ranks: Instructor, Assistant Professor, Associate Professor, Professor.

B. This system of academic rank shall have no effect on any form of compensation received by any faculty member.

C. Rank shall be attained as follows:

1. Instructor: Upon hire as a full-time instructor.
2. Assistant Professor: Upon successful completion of the probationary period and achievement of full-status.
3. Associate Professor: At the beginning of the academic year following receipt of a satisfactory evaluation as an Assistant Professor. Normally, this will be the sixth (6th) year of service.
4. Professor: At the beginning of the academic year following receipt of two satisfactory evaluations as an Associate Professor. Normally, this will be the twelfth (12th) year of service.

D. Counselors and Librarians shall have the option of using academic rank titles when teaching, publishing, or communicating with institutions that use a ranking structure for counselors and librarians

E. Newly employed full-time faculty shall begin as Instructors and must achieve academic rank as specified in (3) above, except that a person, who has achieved academic rank at another institution and is then employed as a full-time faculty member of Schoolcraft College, shall be entitled to that rank after successful completion of the probationary period at Schoolcraft College.

Section 7. Procedure for Terminating a Full-Status Full-Time Contract

A. A notice of intention to terminate the contract must be furnished by registered mail to the full-time faculty member by March 1. A full-time faculty member may terminate his/her contract by notifying the Board by April 1. Such notices must be accompanied by a written statement outlining the specific reason(s) for such action.

B. Within fifteen (15) days of the receipt of the termination notice, the full-time faculty member may request a hearing before the Board by presenting a written request to the Chairman of the Board, with a copy to the President of the College.

C. Such a hearing must be held within fifteen (15) days after the Chairman has received the request. The full-time faculty member may be represented by counsel, by representatives of the Forum and may call witnesses. At the full-time faculty member's option, the hearing may be open or closed.

D. Within ten (10) days from the date of the hearing, the Board shall render a written decision to the full-time faculty member by registered mail.

E. If the full-time faculty member is not satisfied with the decision of the Board, he/she may within five (5) days submit the decision to arbitration by serving a written notice to the Board, with a copy to the President of the College, at which time Step Four of the Grievance Procedure shall become operable.

F. All records of these proceedings shall be kept separate from the personnel file of the full-time faculty member.

Section 8. Procedure for Suspending a Full-Status Full-Time Faculty Member

A. Only the College President, or the Vice President for Instruction or the Vice President for Student Services when so designated by the President, may order the suspension of a full-time faculty member without pay.

B. Prior to such an action being taken, a hearing shall be scheduled by the President or his/her designee involving the appropriate administrator(s), the faculty member, and his/her union representative(s). Notification of the meeting shall be delivered, in writing, to the faculty member with an explanation of the alleged breach of discipline as well as a warning that suspension without pay may result. A copy shall also be delivered to the Forum President.

Section 8. (cont'd.)

C. Following the meeting, the President or his/her designee shall notify the faculty member and the Forum President as to the disposition of the case in question (no later than five (5) calendar days from the date of the meeting).

D. Should suspension without pay be imposed, the suspension shall be for no more than one (1) week.

E. If the full-time faculty member is not satisfied with the decision of the President or his/her designee, he/she may within five (5) days submit the decision to arbitration by serving a written notice to the Board, with a copy to the President of the College, at which time Step Four of the Grievance Procedure shall become operable.

F. All records of these proceedings shall be kept separate from the personnel file of the full-time faculty member until the final determination of the case.

G. Suspension with pay may be ordered by the President prior to a hearing should circumstances warrant an immediate removal from the full-time faculty member's performance of his/her duties and responsibilities.

1. A post-suspension hearing functioning as outlined in Section 7B shall be held within two (2) weeks of the suspension.
2. A suspension with pay may be of indeterminate length.
3. Same as "E" above.
4. Same as "F" above.

Section 9. Evaluation of Full-Status Full-Time Faculty

A. All full-status full-time faculty members shall be evaluated once every three (3) years by the appropriate Assistant Dean, Director, Dean, or Vice President, and by the Faculty Representative or his/her designee in the event of his/her own evaluation. No more than one-third (1/3) of the full-status faculty shall be evaluated in any one (1) academic year.

1. The evaluation will be based on separate visits of not less than one (1) class period during the same semester by each evaluator at a time mutually agreed upon between the full-time faculty member and the evaluator.

Section 9A. (cont'd.)

2. Evaluations will be conducted in the classroom, laboratory or other location where the full-time faculty member performs his/her duties.

3. Within ten (10) working days after the second (2nd) evaluation a joint conference will be held between the full-time faculty member and the evaluators. Their written evaluations will be discussed with the full-time faculty member and initialed by him/her before they are placed in his/her personnel file.

4. The full-time faculty member may make a written response to the evaluations. The response must be made within ten (10) working days after the conference with the evaluators and will be attached to the evaluations.

5. Student evaluation may be requested by agreement between both of the evaluators or by the faculty member. When such an evaluation occurs it must take place in the same semester during which the formal evaluation has occurred. Such an evaluation must include all classes currently being taught by that instructor, or a sampling of fifty (50) students from that counselor's load.

6. Where performance shows deficiencies, the deficiencies must be stated in writing along with a plan for improvement. Such a plan may provide for more frequent evaluation than provided above until the deficiencies are eliminated. Such a plan may provide for student evaluation when requested by either evaluator. Such a plan must be formulated by the evaluators and presented to the faculty member in a conference with the appropriate Dean or Vice President. Should the evaluators be unable to agree on such a plan, it shall be devised by the appropriate Dean or Vice President.

7. Students shall be given an opportunity to evaluate full-time full-status faculty members each semester and session. A full-time full-status faculty member shall make available to students an Evaluation Form at the end of each semester/session. The forms shall be collected by the faculty member for his/her personal evaluation of his/her effectiveness. The Form shall be jointly developed by representatives of the Forum and the Administration.

Section 10. Staff Reduction

A. Seniority - Full-Time Faculty

1. A faculty member shall be entered on the seniority list of the College from his/her most recent date of full-time faculty employment. In case of equal seniority, higher rank shall be determined as follows:

    a. Based upon the date the contract for employment was issued by the College.

    b. In the event the dates are the same, the employee's name shall be placed in a hat and seniority determined by a blind draw; said draw to be conducted by a representative of the Faculty Forum and a representative of the Administration. The first name drawn shall have the greater seniority.

    c. Said seniority list shall be maintained by the College Personnel Department, updated annually and two copies shall be furnished to the Faculty Forum President by October 1, each year. Disputes challenging the accuracy of the list shall be filed with the Manager of Personnel Services within twenty (20) days after the Faculty Forum receives the list. Should there be no satisfactory resolution within twenty (20) days of notification of any alleged inaccuracy, the faculty member shall have the right to grieve the alleged inaccuracy. Such challenges must be based on the contract language of Article IV, Section 10A. If no grievance is filed within fifteen (15) days of the expiration of the time allowed the Manager of Personnel Services to answer, the seniority list shall be conclusive as to seniority dates.

2. Seniority rank shall be maintained during absence from the College due to staff reduction.

3. A faculty member shall lose seniority with the College if he/she resigns, quits, is discharged or if he/she is laid off for longer than three (3) years.

4. A faculty member shall accrue faculty seniority only for the time during which he/she was employed as a full-time faculty member or was on an approved leave except that only one (1) term of office under a public service or teacher association duty leave shall accrue seniority.

Section 10. (cont'd.)

B. Reduction of Full-Time Faculty

1. Whenever necessary, because of insufficient student enrollment as defined in D below, to decrease the size of the full-time faculty in any discipline, (e.g., economics) counseling service or library service, the Board, upon recommendation of the President may lay off the necessary number of faculty in the discipline(s) or areas affected.

    a. The placement of faculty in the affected discipline or area on lay off shall begin with probationary faculty in that discipline or area, and then full-status faculty from that discipline or area in inverse order of their seniority.

2. a. Whenever necessary to decrease the size of the full-time faculty staff because of insufficient funds, the Board, upon recommendation of the President, may cause the necessary number of faculty, beginning with those serving probationary periods, to be placed on lay-off without pay, but only in inverse order of their accrued faculty seniority. Should it become evident that a particular department will be unable to function because of seniority reduction of staff, inter-departmental transfers of qualified staff members shall be allowed. If a position cannot be filled with a qualified staff member in accordance with seniority an instructor with lower seniority may be retained in order to maintain continuance of the program. Should this not resolve the problem, the Board's representatives shall negotiate with the Faculty Forum for a satisfactory solution.

    b. The following procedure must be met in order to implement 2a above:

        1. The Board must declare at a public meeting that such an insufficient funds situation exists. Once such a Board declaration has been made, the Forum shall have thirty (30) days in which to consult with the President of the College regarding the insufficient funds situation. The Board shall not take any action with regard to possible full-time faculty layoffs during this thirty-day consultation period.

        2. If the President of the College and the Forum, or their respective designees, are unable to agree to a plan to address the insufficient funds situation without layoffs, the Forum shall have the right to present its proposals directly to the Board.

Section 10B2b. (cont'd.)

3. If, after this thirty-day consultation period has expired, and the President and Forum have been unable to agree on an alternative to possible layoffs, the Board may then proceed to carry out the procedure specified in 2a above.

4. Should such decision be made during the Fall or Winter semester, the decision shall not be implemented until the end of that semester.

3. Relation to Filling Positions, Supplementals and Part-Time Faculty

a. A full-time faculty member about to be laid off shall be given preference based on seniority for another full-time position for which he/she is qualified by a Master's Degree or an equivalent number of graduate credit hours or experience. The secondary faculty member affected by this procedure shall also have the right based on seniority and qualifications to displace (bump) a faculty member. The last faculty member affected shall then be the one who is laid off.

b. A full-time faculty member who does not have a full load in any given semester shall be given priority to acquire a full load by assuming any open class or classes which he/she is qualified to teach.

"Open Class" is defined as:

1. A class not assigned to a full-time instructor in the published class schedules. These are usually denoted as "staff".

2. A class created after schedules are published.

3. A class previously assigned but voluntarily released by the instructor for one of the following reasons:

   a. Inability to continue due to serious illness, death or other reasons deemed reasonable.

   b. To re-arrange with administrative approval, his/her schedule to enable himself/herself and other members of the faculty so affected to obtain basic loads.

Section 10B3b1c. (cont'd.)

c. A full-time faculty member who is on lay-off shall be given preference as a part-time instructor to teach courses for which he/she is qualified at the supplemental rate.

C. Reinstatement of Full-Time Faculty Members

1. When circumstances shall be appropriate each faculty member placed on lay-off, as aforementioned, shall be reinstated in inverse order of his/her placement on lay-off.

2. Faculty members who return from lay-off defined above, shall not be subject to loss of credit for previous years of service.

3. The Personnel Office shall notify faculty members on lay-off of openings for which they are qualified. No new appointments shall be made where there are available faculty members on layoff who are qualified to fill the vacancies, unless such faculty members shall fail to advise the Personnel Office of their acceptance of employment within 15 calendar days from the date of mailing of their notification. Such notification shall be sent by registered mail, return receipt requested.

4. If more than one qualified faculty member on lay-off applies to fill a vacancy, the applicant having the greatest seniority shall be offered the position.

D. Insufficient enrollment for full-time faculty load is defined as one of the following:

1. In the second consecutive semester in which every member of a given discipline did not have a basic load staff reduction may be implemented. Such notice of lay-off must be given no later than March 15th. This means that the lay-off becomes effective with the beginning of the next instructional year.

2. In case any member of a given discipline cannot be assigned any part of a load, staff reduction may be implemented to take effect at the end of that semester.

3. Should the head count load for counselors fall below an average of 200:1 (based on day head count) for two (2) consecutive semesters then staff reduction may be implemented. Such notice of lay-off must be given on or before March 15th. This means that the lay-off becomes effective with the beginning of the next instructional year.

Section 11. Re-training. Where there is staff reduction or the likelihood of staff reduction because of program modification, course deletion, or shifts in student enrollment within the College, re-training will be available as set forth below:

A. Proposals may be initiated by either the faculty or administration and must be approved by both.

B. Such proposals must show that there is a justification for the need, that there is a program planned to accomplish the changes, and that there is a basis for re-employment using the new skills.

C. The Board shall make available monies to fund approved re-training. The amount to be contributed on each contribution date shall be determined by the balance of the fund on the preceding June 30, and the contribution made on July 1. The amount to be contributed shall be the amount required to bring the fund to a balance of $20,000 but shall not be more than $10,000 per contribution date.

D. Up to five (5) percent of the amount allocated to the Faculty Professional Development Fund as provided in Article XIII, Section 4, of this Agreement shall be available for re-allocation to the re-training fund. This money shall be re-allocated only if a faculty member actually begins re-training. When a faculty member begins re-training, his/her total individual professional development amount shall be re-allocated to the re-training fund and shall count toward meeting the five (5) percent obligation of the Faculty Professional Development Fund.

E. In order to be eligible for re-training, a faculty member shall have completed seven (7) years of service with the College. No faculty member shall be re-trained more than once under the terms of this section.

F. The Board shall provide one year's notice prior to the elimination of or substantial modification (to the point that a faculty member is no longer qualified to teach in that program) of an existing program unless the elimination or modification is due to an insufficient funds situation as specified in Article IV, Section 10B2.

ARTICLE V

FULL-TIME FACULTY LOAD & ASSIGNMENTS

Section 1. Length of Class Session. A class scheduled for one hour shall include fifty (50) minutes of instruction and ten (10)) minutes of passing time. In classes scheduled for more than one (1) hour in the same session, the instructor may schedule a break equivalent to ten (10) minutes per hour for each hour except the last hour where ten (10) minutes shall be used for passing time. Any variation must have the approval of the instructor and the appropriate assistant dean or dean.

Section 2. The basic load of a full-time faculty member shall be one of the following:

A. Except as specified below, full-time faculty members shall have a basic load of fourteen (14) to sixteen (16) contact hours per semester, with a minimum of thirty (30) contact hours for the Instructional College Year. Overload shall begin with the seventeenth (17th) contact hour per semester and will be compensated at the appropriate overload rate.

B. Full-time faculty members who are assigned courses in the Health Careers other than Nursing and Medical Records, shall have a basic load of sixteen (16) contact hours per semester, with a minimum of thirty-two (32) contact hours for the Instructional College Year. Any hours over thirty-two (32) for the Instructional College Year shall be considered overload and compensated at the appropriate overload rate.

C. Full-time faculty members who are assigned courses in the Associate Degree Nursing, Practical Nursing and Medical Records programs shall have a basic load of thirty-two (32) averaged over the Instructional College Year. Any hours over thirty-two (32) for the Instructional College Year shall be considered overload and compensated at the appropriate overload rate.

D. English Composition courses (English 50, 55, 85, 100, 101, 102, 116, 205 and 206) which establish the basic load for a full-time faculty member shall be equated on the basis of four (4) contact hours for each three (3) contact hours taught. All contract supplements shall be on a contact for contact-hour basis.

E. Full-time faculty members who are assigned to any of the following programs shall have a basic load of thirty-five (35) clock hours per week:

1. Librarians
2. Counselors

F. The basic load for full-time instructors who teach in Culinary Arts is the time required to perform all duties necessary to meet their assigned schedule. The time required to perform their duties exceeds a thirty-five (35) clock-hour week. (See Article XII, Section 10C.)

G. Full-time faculty members performing the function of cooperative training coordinator/instructor shall be assigned at least forty-five (45) but no more than sixty-five (65) cooperative students per semester. This range shall be at least twenty-three (23) but not more than thirty-three (33) for an eight week Spring session.

Section 2G. (cont'd.)

1. For the purpose of establishing an underload or an overload, three and one-half (3 1/2) students shall be equated to one (1) contact hour per semester. Cooperative training coordinator/instructors having less than the minimum number of assigned students in a semester may be assigned an additional class in accordance with Section 3 of this Article in order to meet the requirements of a basic load during the academic year. For every three and one-half (3 1/2) students in excess of sixty-five (65) during the Fall and Winter Semesters, the cooperative training coordinator/instructor shall be compensated for one (1) hour of overload.

2. In the Spring/Summer session, the salary will be based on enrollment within the established range with one twenty-third (1/23) of the base salary for each co-op student above or below the range. Base salary for the Spring/Summer session shall be equal to .17 of the annual base salary. Should the faculty member deem it necessary to work any additional days beyond an eight-week session, these days shall be considered part of the Spring/Summer session load and its compensation.

3. Cooperative Training Coordinator/Instructors, whose duties require regular or recurring travel in the performance of their basic job function shall be reimbursed an additional three cents (3 cents) per mile over and above the College mileage rate to offset any additional personal expenses incurred.

H. When an instructor is assigned the coordination of cooperative work experience for any of the technical programs (as listed in the catalog, excluding related trades instruction, apprenticeship) it will be equated on the basis of 3 1/2 students per contact hour. The coordination of cooperative work experience for students in the technical programs shall consist of, but not be limited to the following functions:

1. To recruit and select appropriate training stations.
2. To interview, select, and place students.
3. To conduct employer visitations for student evaluations.
4. To maintain necessary students' records and files.

I. Community Service & Continuing Education program assignments shall not be considered as part of a full-time faculty member's load.

Section 3. The basic load of a full-time instructor shall be scheduled prior to registration. The basic load shall not include combined courses taught in one assembly unless otherwise agreed to by the instructor. No class offered may be cancelled until formal registration is completed.

Section 3. (cont'd.)

Should the load of an instructor be less than basic load at any time, he/she shall be assigned an open day or evening class or classes to establish his/her basic load. When such assignments are made:

A. No more than two (2) classes per semester shall be assigned outside of the time span as set out in Article V, Section 9A, unless mutually agreed to.
B. Such assignments are made in consultation with the instructor.
C. Full-time faculty shall have preference over part-time instructors and persons outside of the bargaining unit for assignment of any class in their discipline for purposes of establishing a basic load. After basic loads within the discipline are satisfied remaining classes may be assigned.

Section 4. For the purpose of establishing a basic load, courses taught in combination in one assembly shall be treated as one course or section and shall be given the weight of that course or section having the greatest number of contact hours. Where multiple sections of the same course are assigned to a full-time instructor to be taught in one assembly, the combined sections shall be treated as separate sections for the purpose of establishing a basic load.

Section 5. If, in scheduling the load of a full-time instructor to meet the requirements of a basic load, the instructor is scheduled to teach contact hours in excess of the maximum necessary for a basic load in Section 2 of this Article, the contact hours taught in excess of the maximum necessary for a basic load shall be considered overload except as specified in Article V, Section 2A.

Section 6. A course preparation is the time needed to prepare one (1) or more sections of a single course or combined sections of two (2) courses taught in one (1) assembly. The number of course preparations assigned to an instructor as part of his/her basic load at any one time during a semester shall not, except by mutual agreement between the faculty member and the appropriate administrator, exceed three (3) preparations provided:

A. Multiple sections of the same course taught in one (1) assembly or combined sections of two (2) courses taught in one (1) assembly shall be the same as teaching one section of one (1) course and shall only be considered as one (1) preparation.

B. Preparations in Physical Education shall be set at five (5).

C. Preparations in the Apprenticeship Program shall be set at five (5). Where these courses are taught with course offerings in other disciplines two (2) preparations in the Apprenticeship Courses will count as one preparation. Fewer than two (2) preparations are not counted.

ARTICLE V (Cont'd.)

Section 6. (cont'd.)

D. Applied music courses shall be excluded from course preparations. Combinations of music theory and ear training shall be treated as a single preparation.

E. Such agreed upon additional preparations shall be compensated for at the rate of one hundred dollars ($100) per course contact hour.

Section 7. Supplementary Teaching Limitation

A. When a full-time instructor desires to be assigned to teach a class or classes in addition to his/her basic load, such assignment shall be considered as a supplemental assignment. Supplemental assignments made during the Instructional College Year shall be limited to four (4) contact hours per semester or one (1) class per semester, whichever has the greater contact hours. These limits may be exceeded by mutual consent of the instructor and the appropriate administrator.

The selection of such class(es) shall be finalized with the appropriate administrator no later than two (2) weeks prior to the start of the semester or session in which the class is to be taught. Such a time limit, however, does not prohibit a selection after this time provided that the class(es) in question are not assigned to part-time faculty and that the request is approved by the appropriate administrator.

B. Supplemental assignments made during the Spring or Summer Sessions shall be limited to either:

1. One class having more than ten (10) contact hours per session, or

2. Three (3) classes or ten (10) contact hours whichever has the greater number of contact hours.

The sole exception shall be, CM101, which may be taught by either full or part-time faculty.

C. Except during the Spring and Summer session which will be based on the department rotational policy, no instructor may be confirmed in a supplemental assignment prior to registration, and then only after all basic loads have been assigned within the department.

D. Teaching assignments made during the Spring and/or Summer Sessions do not constitute a basic load for a full-time instructor under the terms of this Agreement (Ref. Article I, Section 2B).

Section 7. (cont'd.)

E. Each full-time counselor and the Career Planning and Placement Counselor shall be guaranteed four (4) weeks of supplemental assignments each year.

Section 8. Preference shall be given for supplemental teaching assignments to full-time faculty provided such areas fall within their area of competence.

Section 9. Faculty Working Day/Week. The professional obligations of a full-time instructor shall be fulfilled between the hours of 7:00 a.m. and 11:00 p.m., Monday through Friday. Instructors are not required to be physically present at all times during these hours. The time required to fulfill a full-time instructor's basic load shall not exceed a span of seven (7) hours. Nothing herein shall prohibit an instructor from accepting a seven (7) hour span outside these time limits as mutually agreed to between the instructor and the administration.

A. The time required to fulfill a full-time instructor's basic load shall not exceed a span of seven (7) hours.

B. The work week/day for Librarians shall consist of thirty-five (35) hours assigned in seven-hour blocks, Monday through Friday as determined by mutual agreement between the Assistant Dean and the Librarians. In order to provide for weekend coverage, appropriate hours may be assigned by mutual consent, or absent such consent, may be assigned by supplemental contract, or by the posting of a position which includes weekend duties.

C. Because it is necessary to assure adequate counseling services Monday-Friday day time and Monday-Thursday evenings, the work week of counselors shall consist of thirty-five (35) hours.

1. The annual work schedule for counselors shall be developed prior to registration for the Fall Semester by the Director of Counseling and a representative of the counseling staff, subject to approval of the Vice President for Student Services.

2. Where it is necessary to extend the Counselors' work week beyond the thirty-five (35) hours, such extension shall accrue compensatory time on a one to one basis or at 1/16th of the supplemental contract rate per hour at the option of the employee.

3. All work schedule assignments shall be in a minimum of ten (10) week blocks unless modified by mutual agreement.

Section 9. (cont'd.)

D. Between the hours of 8:00 a.m. and 5:00 p.m., and without the consent of the full-time instructor, an instructor will not be required to teach in continuous sequence:

1. A lecture class or classes for more than two (2) consecutive hours.
2. A lab-lecture or laboratory class for more than three (3) consecutive hours.
3. A lecture hour immediately preceding or following a separate laboratory session.

Instructors in Health Careers and Culinary Arts Programs, and instructors teaching outside of the College week are expressly exempt from these provisions.

Section 10. Office Hours. The instructor shall post at least five (5) office hours during the College week in which students may make appointments. These five (5) hours shall be scheduled in at least one-half (1/2) hour blocks. In the event an instructor is unable to meet all or part of a scheduled office hour, he/she shall post suitable notification.

Section 11. Attendance at Formal Ceremonies. It is expected that all faculty will be in attendance at the College graduation ceremonies. Formal receptions or dedications may be attended by the faculty on a voluntary basis.

Section 12. Counseling/Advising. The counseling and advising of students shall be the responsibility of the Vice President for Student Services and the Director of Counseling.

A. Whenever the Vice President for Student Services and the Director of Counseling deem it necessary, they may seek the assistance of full-status instructors to assist with the advising of students. The decision as to the number of instructors necessary shall be made by the Vice President for Student Services and the Director of Counseling.

B. Such additional advising responsibility shall be considered as an extra contractual assignment to be paid to the instructor at the rate of One Hundred Dollars ($100) per semester.

C. The Board shall make every effort to maintain a student-counselor ratio of 650:1 (based on total College head count).

Section 13. Full-Time Faculty Absences. It is expected that all scheduled class and/or office commitments will be met by the faculty member. Absences from classes or office hours, except in case of personal illness or emergency shall be arranged at least twenty-four (24) hours in advance with the appropriate assistant dean/director.

Section 13. (cont'd.)

During the first and last week of each semester or session, the use of personal business days must be approved at least twenty-four (24) hours in advance by the appropriate assistant dean/director. In the case of personal illness or emergency the appropriate administrator shall be notified as far in advance as possible of the first class or office commitment to be missed.

Section 14. Class Size. Class size will be established at no more than thirty-one (31) students in any recitation section, no more than thirty (30) in any English composition section, and no more than twenty-six (26) in any Speech section. In no case shall the number of students in a laboratory section exceed the number of fixed stations contained in the room to which the laboratory section is assigned. Nothing contained herein shall prevent an instructor from accepting additional students as agreed upon between the instructor and the student(s). Minimum class size as established by Board policy shall not be altered without prior consultation with the Faculty Forum.

Section 15. Re-assigned Time

A. The value of re-assigned time in the form of a reduction of basic load to pursue problems essential to College functioning, is recognized by both parties. A proposal for re-assigned time may be initiated by the faculty or the administration. Proposals for re-assigned time will be discussed with the respective faculty representatives.

B. In determining his/her recommendations on request for re-assigned time, the appropriate assistant dean shall consider the following items:

   1. Identification of the problem.
   2. Organized plan to approach solution.
   3. Significance and degree of innovation involved in solution.

C. Once the request for re-assigned time has been approved by the assistant dean/director, the recommendation will be subject to the action of the appropriate administrator.

D. Requests for re-assigned time may include, but are not limited to, research for new course materials, professional study and writing, in-service training and projects, re-training, or temporary administrative assignment.

Section 16. Registration. Full-time faculty members shall not be assigned any clerical duties during registration. However, this provision in no way precludes the possibility of faculty members volunteering their services. A faculty member, if he/she wishes, may offer to assist the Vice President for Student Services and his/her staff in any capacity.

ARTICLE VI

DEPARTMENT STRUCTURE

Section 1. Faculty Representation. Faculty participation, through the Faculty Representatives (see Appendix R), allows for participation in academic decision-making while reserving the final right of decision to the Administration and the Board. Failure to allow participation on matters within the Faculty Representative job description may be grievable; however, final decisions reached by the Administration and/or the Board on the recommendations resulting from these processes are not grievable.

Section 2. Faculty Representatives. A structure of Faculty Representatives shall be established in parallel with the College's Administrative structure. Currently, faculty representatives are provided as follows:

1. Mathematics
2. Biology
3. Chemistry
4. Geology/Physics/Geography
5. Art/Music
6. Communication Arts/Theater/Foreign Language/Philosophy/ Learning Assistance Center
7. English/Reading
8. Accounting/C.I.S./General Business/Co-op/O.I.S.
9. Radcliff Center: Law Enforcement/Medical Records/ Occupational Therapy/Medical Lab/Medical Transcription
10. Practical Nursing/Associate Degree Nursing
11. Architecture/Electronics/Robotics/Comps/BMET
12. Drafting/Manufacturing/Welding/Related Trades Instruction/ Metallurgy
13. History
14. Political Science
15. Economics/Sociology/Psychology/Child Care/Anthropology/ Archeology
16. Physical Education
17. Counselors
18. Librarians
19. Culinary Arts

Section 2. (cont'd.)

The College shall have the right to assign and re-assign disciplines to and among the various Assistant Deans and Directors. It is explicitly recognized that as a result of such assignments and re-assignments, the representation of disciplines may have to change in order to assure that it is in parallel with the Administrative structure.

Section 3. Department Responsibilities. Each department, collectively, shall, by majority vote:

1. Establish textbook selection procedures.
2. Formulate recommendations to be made to the Curriculum Instruction Committee regarding curriculum or course changes within the department.
3. Establish a rotational procedure as a basis for course and/or counselor/librarian duty assignments.
4. Establish a procedure for supplemental course selection.
5. Establish, where applicable, academic practices or decisions regarding materials to be used, minimum course content, and other operational procedures affecting the department/discipline.
6. Establish procedures governing the performance of other academic duties.

Such procedures shall apply to each and every department or discipline member and are enforceable by the appropriate Assistant Dean.

In the absence of any intradisciplinary arrangement, any disagreements that may arise shall be settled at the discretion of the appropriate administrator, whose decision shall not be grievable.

ARTICLE VII

CURRICULUM INSTRUCTION COMMITTEE

Section 1. In order to facilitate communications between the faculty and the administration concerning instructional and curriculum development, a Curriculum Instruction Committee will be maintained.

Section 2. The Committee will consist of eight (8) administrators, one of whom shall be the President or his/her designee who shall serve as the Committee chair, all faculty representatives or their alternates, and two (2) students. The Committee will use Robert's Rules of Order in the conduct of its business.

ARTICLE VII (Cont'd.)

Section 3. The Committee shall be advisory to the President and shall act upon all curriculum and course changes proposed by the departments and/or the designee of the Office of Instruction prior to recommendations being made to the President and the Board. The Committee will also consider other matters relative to the curriculum and instructional process. All matters referred to the Committee shall be placed on the agenda.

Section 4. When the administration wishes to offer credit courses requiring an immediate response, such classes shall be presented to the committee as "experimental" and may be offered twice without formal committee approval. Should the administration wish to continue the course, then normal committee procedures shall be followed.

Section 5. The Committee's operational procedures shall include:

A. The issuance of an agenda to all full-time faculty prior to each meeting as well as the minutes following each meeting;
B. The issuance to all full-time faculty members of an agenda for any Spring/Summer meetings. The agenda shall be made available on or before April 15.

ARTICLE VIII

LEAVES OF ABSENCE - FULL-TIME FACULTY

Professional and Personal Leaves of absence may be granted only for the purposes enumerated in this Article. Unless otherwise specifically provided, such leaves shall be unpaid leaves of absence.

Section 1. Professional Leaves and General Provisions

Full-status faculty members shall be eligible to request professional leaves. The following general provisions shall apply for all professional leaves of absence:

A. A professional leave of absence may be granted for one of the following purposes:

1. Advanced study
2. Sabbatical
3. Exchange teaching or assignment
4. Foreign country or overseas military school teaching or assignment.
5. Participation in National Defense Graduate Fellowship
6. Other professional leaves:
    a. An assignment within Schoolcraft College; or
    b. For employment outside of Schoolcraft College.

ARTICLE VIII (Cont'd.)

Section 1. (cont'd.)

B. Application for a professional leave of absence (except Sabbatical) shall be filed with the appropriate assistant dean and submitted to the President through proper channels not later than May 1 for a leave requested for the succeeding Fall semester and not later than November 1 for a leave requested for the succeeding Winter semester.

C. A full-time faculty member shall receive credit for time spent on a professional leave of absence for purposes of any salary increases granted while on such leave.

D. Benefits or rights accumulated by a full-time faculty member prior to the effective date of the leave of absence shall be carried forward and credited to the faculty member upon his/her return.

E. At least sixty (60) days before the expiration date of the professional leave, the full-time faculty member must submit in writing to the President of the College either his/her intention to return or request for an extension of the professional leave. Failure to so comply shall constitute termination of employment. The only exception shall be in the case of a Sabbatical Leave where a separate contract containing an agreement to return is signed.

F. Full-time faculty members who have been on a professional leave shall not be eligible for another professional leave for a two (2) year period after their return.

G. Unless otherwise specified, all professional leaves shall be for a period of one (1) year. However, with the approval of the President, such leaves may be extended for an additional period not to exceed one (1) year.

H. A full-time faculty member returning from a professional leave of absence shall return to his/her former position or one of like status. This is subject to the provisions of the staff reduction article.

Section 2. Advanced Study. With the approval of the President, an eligible full-time faculty member may be granted a leave of absence without pay for advanced study.

Section 3. Sabbatical Leave. The purpose of a sabbatical leave is to provide for professional growth of the full-time faculty that is not possible while teaching a basic load or fulfilling a full-time appointment. The sabbatical leave should not only be of value to the individual but must have an impact on the quality of instruction at Schoolcraft College. Sabbatical leaves may be granted for advanced study, research or other cognate purposes.

Section 3. (cont'd.)

A. Sabbatical leaves may be granted for the Fall and/or Winter semester for instructors and for periods of six (6) or twelve (12) calendar months for librarians and counselors. Payment for such leaves will be at full salary for a semester for instructors and for a six (6) month period for counselors and librarians, and at the rate of one-half (1/2) pay if for two semesters or for twelve (12) calendar months.

B. Sabbatical leaves may be taken at seven (7) year intervals. To be eligible for a sabbatical leave a full-time faculty member must have been employed for seven (7) consecutive years by Schoolcraft College. Time spent on leave without pay shall not count toward consideration for sabbatical leave.

C. The request for a sabbatical leave must be filed with the Manager of Personnel Services no later than the end of the Fall term preceding the fiscal year in which the faculty member desires the leave. The Manager of Personnel Services shall submit them to the Sabbatical Leave Committee.

D. The initial request for a Sabbatical Leave shall be made using the request form available in the Personnel Office. As a minimum, this request shall include:

1. A statement of the purpose of the leave including the objectives to be achieved.
2. A statement of the actions which will be taken to accomplish each objective of the leave.
3. A timetable of key dates as to when each action will be completed and each objective achieved.
4. A method of evaluating the degree of success achieved during the leave.
5. A statement of the value of the leave to the applicant.
6. A statement of the value of the leave to the College.

E. A Sabbatical Leave Committee shall be established consisting of seven (7) persons. The Forum shall select four (4) faculty members to sit on the Committee. The Forum shall notify the President of its selections no later than January 15 of each year. The President shall appoint the remaining three (3) members by January 22, of each year.

Section 3E. (cont'd.)

In the event a member of the Committee requests a sabbatical leave, he/she shall resign from the Committee prior to the submission of the request. No faculty member may serve on the Committee if a request has been received from a member of the same discipline.

F. The Committee shall review each sabbatical leave request. It may request additional or supplemental information from the applicants in order to evaluate the merits of the requests. The Committee shall then interview each applicant.

The Committee shall either recommend or not recommend (and not rank) each request to the President. If it chooses to recommend a request to the President, it shall provide a written report, signed by a majority of its members, certifying that the request satisfies all of the criteria provided in this section. If it chooses to not recommend a request, it shall provide a written report to the applicant, explaining why the request does not satisfy all of the criteria provided in this section.

The Committee shall evaluate each sabbatical leave upon its completion and shall provide a written report to the President. If the objectives of the leave have not been accomplished, the Committee shall make a recommendation regarding reimbursement to the College.

G. Sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the College and to the applicant. In making their recommendations, the Committee shall also consider the following points:

1. The extent to which plans submitted for use of time while on leave are definitive and educationally constructive.
2. The extent to which a leave could have an immediate impact on the quality of instruction or service at the College through the faculty member's increased competence in his/her field and/or instructional techniques.
3. The recency of advanced graduate work or professional study completed by the applicant.
4. Reasonable and equitable distribution of leaves across the College organizational structure.

H. Granting of Sabbatical Leaves. The Sabbatical Leave Selection Committee shall submit their recommendations to the President. The President shall submit the recommendations of the committee as well as his/her recommendations to the Board. All applicants shall be notified of the action of the Board of Trustees no later than one week after the regular March Board meeting.

Section 3. (cont'd.)

I. It shall be understood that a faculty member on a sabbatical leave shall not engage in any remunerative work without the written approval of the President.

J. A faculty member granted a sabbatical leave shall be responsible for accomplishment of the stated objectives of the leave. Upon expiration of the leave, the faculty member shall provide a written report to the Committee, along with such other documentation as the Committee may desire, so that the Committee may evaluate the success of the leave. A faculty member may be required to reimburse the College, in whole or in part, if the objectives of the leave are not accomplished.

K. The employee agrees to return to regular employment at Schoolcraft College for two (2) consecutive semesters immediately following the term of the Sabbatical Leave. Should the employee fail to return to employment with the Board in accordance with the terms of this paragraph after the completion of the Sabbatical Leave, said employee agrees to repay to the Board all money received from the Board while on Sabbatical Leave.

L. Any unused portion of Sabbatical Funds reverts to the College.

Section 4. Exchange Teaching or Assignment. Eligible full-time faculty members may be granted professional leaves of absence for exchange teaching and/or assignments. Such leaves must have the approval of the President.

Section 5. Foreign Country or Overseas Military School Teaching. Eligible full-time faculty members may be granted professional leaves of absence for foreign country or overseas military school teaching. Such leaves must have the approval of the President.

Section 6. National Defense Graduate Fellowship and National Science Foundation Program.

Eligible full-time faculty members may be granted professional leaves of absence for up to three (3) years in order to pursue a graduate program under a National Defense Graduate Fellowship or National Science Foundation Fellowship. Such leaves must have the approval of the President.

Section 7. Other Professional Leaves. Eligible full-time faculty members may be granted professional leaves in order to undertake another assignment with Schoolcraft College or to pursue employment outside of Schoolcraft College. Such leaves must have the approval of the President.

Section 8. Personal Leaves Defined. Unpaid personal leaves of absence may be taken for the following reasons:

A. Health
B. Parental
C. Illness in the immediate family
D. Military Service
E. Public Service
F. National, State or local teacher association duties.
G. Other

All personal leaves of absence shall be subject to the approval of the President.

Leaves of absence for (E) and (F) shall be limited to full-status full-time faculty members.

Application for such leaves shall be made in writing and filed with the appropriate administrator for submission to the President.

Unless it is a physical impossibility to do so before 2/3rds of the leave time has elapsed, unless otherwise specified, the faculty member must notify the President of his/her intention to return or his/her request for an extension of such leave. Failure to do so or failure to return at the end of such leave will constitute termination of employment.

Section 9. Health Leave. An extended health leave due to physical or mental causes which do not fall within the sick leave policy may be granted to full-status faculty members upon the request of the faculty member and with the approval of the President. Such requests shall be accompanied by a written diagnosis by the attending physician.

Extended health leaves may be renewed with the approval of the President. Requests for extensions of such leave or notice of an intention to return must be accompanied by a physician's statement attesting to the faculty member's fitness to resume his/her duties.

The College may at its expense require a concurring opinion from its physician before agreeing to the faculty member's return. In the absence of concurrence, additional medical evidence may be required at the Board's expense from a mutually agreeable source. If said leave or extension is denied, the faculty member has the right to appeal to the Board.

Section 10. Parental Leave of Absence

A. A parental leave of absence without pay for up to one year shall be granted to a full-time faculty member for the purpose of child bearing and/or rearing as follows:

Section 10A. (cont'd.)

1. A faculty member who is pregnant shall be granted upon request a leave to begin at any time between the commencement of her pregnancy and one year after a child is born to her. Said faculty member shall notify the appropriate Assistant Dean/Director in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin.

   A faculty member who is pregnant may continue in active employment as late into pregnancy as she desires provided that she is medically able, as determined by herself and her physician. All or any portion of a leave taken by a faculty member because of a medical disability connected with or resulting from her pregnancy may, at the faculty member's option, be taken as sick leave as provided for in Article IX.

2. A male faculty member shall be granted upon request a leave to begin at any time between the birth of a child to his wife and one (1) year thereafter.

3. A faculty member adopting a pre-school age child shall be granted upon request, a leave to commence at any time during the first year of receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

4. Except in cases of medical disability, the faculty member may request only one extension of leave.

5. Whenever possible, parental leave will be scheduled to terminate at the end of a given semester.

B. A full-time faculty member who is granted a parental leave of absence, pursuant to Section A above shall have the following re-employment rights:

1. If a faculty member notifies the College of her desire to return to active employment after a leave which has been charged entirely to the sick leave provisions of Article IX, in accordance with the provisions of Section A (1) above, said faculty member shall be assigned to the same position which she held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position.

2. If a faculty member notifies the College of his/her desire to return to active employment within sixty (60) days after the termination of pregnancy, or the commencement of the leave,

Section 10B2. (cont'd.)

whichever is later, and the leave has not been charged entirely to sick leave in accordance with the provisions of Section A (1) above, said faculty member shall be assigned at the beginning of the next semester to the same position which he/she held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position.

3. A faculty member, returning at the completion of the leave which was not charged to sick leave, shall be assigned to the same position which he/she held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position.

4. While on leave a faculty member shall have the option to maintain his/her life and hospital/surgical group insurance coverage by forwarding premium payments for said coverage to the Personnel Office on a monthly basis one month in advance.

Section 11. Illness in the Immediate Family. A leave may be granted to a full-time faculty member to care for ill members of his/her immediate family upon the request of the faculty member and with the approval of the President. At least sixty (60) days before the expiration date of the leave, the faculty member must submit in writing to the President either his/her intention to return as agreed, or a request for an extension of the leave.

Section 12. Military Leaves. Any full-time faculty member who may be conscripted into the Armed Forces of the United States for military service or training or who enlists therein when conscription appears imminent shall be granted a military leave of absence and shall be reinstated following completion of the leave providing it is for the minimum enlistment or conscription term. His salary upon return shall include all annual increments accrued under the salary schedule. A faculty member who enlists when conscription is not imminent may be granted a military leave upon the recommendation of the President. Request to return from leave must be made at least sixty (60) days prior to the beginning of the semester in which the faculty member requests to return.

When a faculty member must take temporary military leave (not to exceed fourteen (14) school days) during the Instructional College Year, the Board of Trustees shall compensate the faculty member involved for the difference between his pay and the military pay and shall provide a substitute for his position if necessary. The manner of payment during this period will be specified by the College Business Office.

Section 13. Public Service. Full-time faculty members may be granted leaves for public service. Written request for such leaves shall be made no later than one (1) month prior to date such leave would take effect. Public service leaves shall be for one (1) or two (2) semesters and are limited to:

A. Campaign for public office
B. Serving as a public official
C. Serving in the Peace Corps/Vista

Section 14. Teacher Organization Duty. Upon the recommendation of the President, a full-time faculty member may be granted leave for National, State, local teacher organization duty and/or employment. Sufficient notice must be given to enable the Board to make adequate provisions for replacement. No more than five (5) members of the instructional staff shall be allowed such leave at any one time.

Section 15. Other Leaves. Eligible full-time faculty members may be granted a personal leave for other personal reasons.

ARTICLE IX

SICK LEAVE, PERSONAL BUSINESS, BEREAVEMENT, JURY DUTY - FULL-TIME FACULTY

Section 1. Sick Leave. Fifteen (15) days per year, credited annually, will be granted to each full-time faculty member, with accumulation to one hundred twenty (120) days. If a faculty member has reached the maximum individual accumulation of one hundred twenty (120) days or if a portion of the faculty member's fifteen (15) days annual sick leave brings the faculty member to the one hundred twenty (120) days maximum, then the balance of the fifteen (15) days annual sick leave will be credited directly to the Master Sick Leave Bank until a maximum of 3,000 days is reached. Prior to the exhaustion of the one hundred twenty (120) days, should additional days be needed, the individual may withdraw additional days from the Master Sick Leave Bank to a combined maximum of one hundred twenty (120) days per illness. Application for such withdrawal will be made to the Personnel Office upon recommendation of the Forum. When the bank is reduced to a maximum of one thousand (1000) days, each member will be taxed three (3) days. Each faculty member shall be informed by the Personnel Office of his/her accumulated sick leave days and the status of the Bank. A faculty member requesting days from the Master Sick Leave Bank must submit evidence of need to the President of the Faculty Forum with a copy to the Manager of Personnel Services prior to approval except when physically impossible to do so.

Any disability deriving from pregnancy, including childbirth, recovering from childbirth, miscarriage or abortion will be treated the same as any other illness or injury (temporary medical disability) for purposes of use of sick leave as provided for in this Article.

Section 2. Personal Business Days. Four (4) days shall be allowed each year for legitimate business, professional duties and/or family obligations which can normally only be met during the faculty member's regularly scheduled period of assignment. In the scheduling of such commitments (court appearances, scheduled medical and dental appointments, religious holidays, graduation exercises, real estate transactions, etc.) the faculty member should consider his/her faculty obligations.

Section 3. Bereavement. In case of bereavement, the number of days granted will be those deemed necessary by the appropriate Dean or Vice President for Student Services. Leaves granted will not be deducted from the accumulated sick leave.

Section 4. Jury Duty. Any full-time faculty member who is called for and reports for jury duty shall be paid an amount equal to the difference between the faculty member's salary as computed on a daily basis and the daily jury duty fee paid by the court for each day he/she performs jury duty. In order to receive payment under this section the faculty member must give the Manager of Personnel Services prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he/she claims payment. The provisions of this section are not applicable to any faculty member who, without being summoned, volunteers for jury duty.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. Definitions

A. The term "grievance" shall mean a claim of an alleged violation, misinterpretation, or mis-application of this Agreement.

B. The term, "grievant" shall mean any faculty member, group of faculty members, or the Forum asserting the claim.

C. The term "day" shall mean calendar days and shall exclude Saturdays, Sundays, and Holidays defined in the College Instructional Calendar.

Section 2. The Board agrees to recognize a Grievance Committee selected by the Forum. The Grievance Committee shall represent employees for the purpose of processing grievances under the grievance procedure established in this Article. The Forum shall keep the Administration informed as to the members of this Committee. Nothing herein shall prohibit an individual from processing his/her own grievance provided that the issue of said grievance cannot be the same as (a) an already existent and on-going grievance involving the same person(s), or (b) a grievance on the same issue that has already been resolved.

Section 3. General Provisions

A. All discussions shall be kept confidential among the grievant, the Grievance Committee Member, if any, and the administration in the absence of the consent of the grievant.

B. All grievances shall be filed and processed on the forms developed by the Board and the Forum.

C. The time limits indicated at each level shall be considered as a maximum; however, said time limits may be extended by mutual consent in writing.

D. Except for the initial filing deadline (Section 4A of this Article) and the deadline for filing for arbitration (Section 4E of this Article), if the grievant, the administrator, the Board, or its designee fails to meet the specified time limits the grievance shall be advanced to the next step. The grievant, however, may withdraw the grievance at any step by notifying the appropriate administrator, thereby accepting the decision previously rendered.

E. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel file of the grievant.

F. The grievant shall at all levels of the procedure have the right to counsel.

G. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings and conferences are held during the College Day, all employees whose presence is required shall be excused for that purpose. The President of the Faculty Forum or his/her designee shall notify the Director of Labor Relations in advance of faculty members whose attendance at any hearing or conference requires their absence from College responsibilities.

H. The primary purpose of this procedure is to secure at the lowest possible level, equitable solutions to grievances arising under this Agreement. Nothing contained herein shall be construed as limiting the right of any faculty member with a grievance to discuss the matter informally with the appropriate administrator or proceeding independently as described in this procedure provided that the issue of said grievance cannot be the same as (a) an already existent and on-going grievance involving the same person(s), or (b) a grievance on the same issue that has already been resolved.

Section 4. Procedure

A. Step I. In the event that the grievance cannot be resolved informally between the grievant and the appropriate administrator or his/her designee, the grievant shall, within fifteen (15) days from the discovery of the event upon which the grievance is based, but in no case later than one (1) full semester after the semester in which the event occurred (excluding Spring and Summer sessions), serve a written grievance upon the appropriate administrator and discuss the same with such administrator, either individually or together with a Grievance Committee member. Such administrator or his/her designee shall attempt to resolve the formal grievance within five (5) days of its presentation by filing a written response.

B. Step II.

In the event the grievant is not satisfied with the disposition of the grievance at Step I, he/she may, within five (5) days of receipt of the Step I response, submit the grievance to the designated administrator in the Office of Instruction or, if the grievant is a counselor, to the Vice President for Student Services (or designee). The grievant must inform the appropriate administrator of why he/she rejected the previous answer. Within ten (10) days from the receipt of the grievance, the appropriate administrator or designee shall meet with the interested parties and render a written decision to the grievant.

C. Step III.

In the event the grievant is not satisfied with the disposition of the grievance at Step II, he/she may, within five (5) days of receipt of the written decision at Step II, submit the grievance to the President or designee. The grievant must inform the President or designee why the previous answer was rejected. Within ten (10) days from the receipt of the grievance, the President or designee shall meet with the interested parties and shall render a written decision within ten (10) days of the meeting.

D. Step IV.

In the event the grievant is not satisfied with the disposition of the grievance at Step III, he/she may, within five (5) days of receipt of the disposition, submit to arbitration by serving a written request for arbitration to the Chairman of the Board, with a copy to the President. Following the written notice of the request for arbitration, the grievant or designee and the Director of Labor Relations or designee shall attempt to select an arbitrator.

Section 4D. (cont'd.)

If mutual agreement on the selection of an arbitrator cannot be reached within five (5) days after the date of the request for submission to arbitration the arbitrator shall be selected according to the rules of the American Arbitration Association. The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of this Agreement.

He/she shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board of Trustees or administration. The result of the decision shall be implemented within fifteen (15) days of receipt of the decision. The Board of Trustees and the grievant will each pay one-half (1/2) the arbitrator's fees and expenses.

ARTICLE XI

CONTRACTS - FULL-TIME FACULTY

Section 1. A full-time contract for the Fall and Winter Semesters, or a twelve (12) month contract with either thirty-eight (38) or forty-six (46) weeks of assigned duties will be issued to all full-time faculty members as defined in this Agreement. Such contracts shall be either probationary, full-status, annual or temporary.

A. All full-time Counselors and the Career Planning and Placement Counselor will be issued twelve (12) month contracts containing thirty-eight (38) weeks of assigned duties. The Admissions and Financial Aids Counselor shall be issued a twelve (12) month contract with forty-six (46) weeks of assigned duties.

B. All full-time Librarians hired prior to August 23, 1988 for forty-six (46) weeks shall be issued twelve (12) month contracts with forty-six (46) weeks of assigned duties unless there is mutual agreement between the faculty member and the appropriate administrator to change.

C. All full-time Librarians hired prior to August 23, 1988 for thirty-six (36) weeks shall be issued thirty-six (36) week contracts to cover the Instructional College Year unless there is mutual agreement between the faculty member and the appropriate administrator to change.

D. Academic Librarians hired after August 23, 1988 shall be assigned forty-six (46) or thirty-six (36) week contracts within a fifty-two (52) week period under the generic or specific job descriptions as required by the College.

ARTICLE XI (Cont'd.)

Section 1. (cont'd.)

E. The full-time RTI Coordinator/Instructor, Occupational Therapy Assistant Coordinator/Instructor and the Medical Laboratory Technology Coordinator/Instructor shall be issued twelve (12) month contracts containing forty-six (46) weeks of assigned duties.

Section 2. Assigned and unassigned time for fifty-two (52) week positions shall be determined in accord with the following:

A. Time worked is assigned time.
B. Time not worked is unassigned time except:

1. Holidays shall count as assigned days. The holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve Day, Christmas Day, the first College work day following the Christmas Day holiday and New Years Eve.

2. Use of leave time provided in Article IX when it occurs during assigned time.

Section 3.

A. New full-time faculty members will be issued probationary contracts for each year during their probationary period.

B. In the event that a full-time faculty member is not offered the second or third-year probationary contract, he/she will be notified in writing by March 15, or November 15, or forty-five (45) days prior to the end of the contract period, whichever is appropriate. In the event that a faculty member is not offered a full-status contract, he/she will be notified by March 15, or November 15, or forty-five (45) days prior to the end of the contract period, whichever is appropriate.

C. A full-status (continuing) contract shall be issued to each full-time faculty member after successfully completing his/her probationary period. Such contract is issued only once and is updated annually by issuing a salary addendum.

Section 4. Contract supplements will be issued to full-time faculty for extensions of the Instructional College Year, or the individual contract year, and for certain specified reasons listed below:

A. Overload teaching during the Instructional College Year.

B. Classes taught in addition to and outside of the basic load.

Section 4. (cont'd.)

C. Certain specified extra-curricular assignments. (Article XII, Section 4.)

D. Certain specified extra preparations. (Article V, Section 6.)

Section 5. When an individual is employed full time to fill a position known to be temporary (terminal) at the time of employment, he/she shall be issued a contract for temporary employment. When such contracts are issued, the Forum will be notified as to its purpose and duration.

A. Such employment shall occur under the following circumstances:

1. In the event of an emergency that occurs prior to the opening of classes that results in the temporary absence of a full-time faculty member for the entire semester, or

2. In the event of an emergency that results in a temporary absence of a full-time faculty member for one-half semester or more and said faculty member is replaced by one instructor who covers the basic load of said instructor, or

3. To temporarily replace a full-time faculty member who is on extended personal or professional leave. In no case shall a temporary contract be issued for a period greater than one (1) year, nor may it be renewed more than once unless mutually agreed to by the Board representatives and the Forum.

B. The temporary contract issued for one semester or longer, or one-half year or longer, shall be equivalent to a probationary contract in the event that a full-time faculty member is later issued a probationary contract. In such cases, service under a temporary contract shall be credited in either whole semesters or half-years, whichever is appropriate. Fractions shall be rounded down to the nearest whole semester or half-year. Provided, however, that the temporary service must have been accumulated within five (5) years of the issuance of the probationary contract.

C. All provisions of the Master Agreement will be in full force and effect except that failure to extend or offer a contract beyond the date originally agreed upon shall not be subject to the grievance procedure.

Section 6. Annual Contract. When an individual is employed full time to fill a position created by the implementation of a new experimental program, he/she shall be issued an annual contract which may be renewed annually (maximum of five (5) years).

ARTICLE XI (Cont'd.)

Section 6 (cont'd.)

A. When such contract is issued, the faculty member and the Faculty Forum shall be informed of the purpose and proposed duration.

B. The annual contract shall be equivalent to the probationary contract in the event that the annual contract employee is later issued a probationary contract. In such cases, if the annual service is accumulated within five (5) years of the issuance of a probationary contract, service under the annual contract shall be credited in either whole semesters or half years, whichever is appropriate. Fractions shall be rounded down to the nearest whole semester or half year.

C. All provisions of the Master Agreement will be in full force and effect except that failure to extend or offer an annual contract shall not be subject to the grievance procedure, nor shall the annual faculty member accrue seniority while on an annual contract.

ARTICLE XII

COMPENSATION - FULL-TIME FACULTY

Section 1. The basic salaries of full-time faculty members covered by this Agreement are set forth in Appendix A and A-1, A-2 and A-3.

Section 2. General Provisions

A. The salary schedule has four tracks; namely, Bachelor's Degree or equivalent; Master's Degree or equivalent; Master's Degree plus 30 semester hours or more; and Doctorate. The degree must be earned from an institution accredited by a nationally recognized regional accreditation association.

B. Faculty members earning graduate college credits, or gaining professional equivalency as spelled out in Appendix S, in addition to those used for initial placement may file these credits with the appropriate administrator for new track assignment. Applications for such new assignment must be made within thirty (30) days of the opening of each semester and must be substantiated by an official transcript or other appropriate documentation relative to professional equivalency. Compensation shall be adjusted accordingly beginning with the semester in which application is made.

Section 3. Initial placement on a step in an assigned track shall be accomplished in the following manner:

A. For Degree Holders. Credit up to Step 10 on the salary schedule will be allowed for experience upon the basis of the factors set forth below:

ARTICLE XII (Cont'd.)

Section 3A. (cont'd.)

1. Full-time college teaching, counseling, or librarian experience will be equated one year for one year. If experience is part time it shall be equated to yearly experience (i.e., 30 credit hours of part-time instruction shall equal one year of experience). Such part-time experience will not be counted until it is the equivalent of one or more full years and no more than two years maximum will be allowed.

2. Full-time industrial, and/or public school (K-12) teaching, counseling, or librarian experience and related non-teaching experience will be equated two for three.

3. Teaching fellows or teaching assistant experience will be equated two for three.

B. Degree Equivalency. The following criteria shall be used for granting of equivalency:

1. To be given credit for a baccalaureate degree the faculty member must have been employed in an occupation directly related to his/her assignment for a minimum period of six (6) years and be licensed in his/her respective trade field, or possess a journeyman status and have two (2) years of experience directly related to his/her assignment, or possess an Associate Degree directly related to his/her assignment and four (4) years of experience directly related to his/her assignment.

2. To be given credit for a master's degree the instructor must hold a baccalaureate degree and must have been employed in an occupation directly related to his/her assignment for an additional four (4) years.

3. Where the work experience of the instructor exceeds the minimum requirements listed above, the excess may be used for step placement purposes, but experience once allocated for equivalency purposes cannot be used again for step placement.

4. A Juris Doctorate degree shall be equated to a Master's Degree.

C. For either case A or B above (degree holders and degree equivalency):

1. Any fractions appearing in the total figure will be rounded to the nearest whole number.

2. The determination of such credit is the responsibility of the designated administrator following consultation with the faculty representative and the applicant. A record of experience so allocated must be properly noted and made part of the

Section 3C2. (cont'd.)

faculty member's personnel record. A copy will be furnished to the faculty member and the Forum within two (2) weeks of the applicant's first day of employment.

Section 4. Extra-Curricular Activities Compensation

A. When the Vice President for Student Services or his/her designee determines that a qualified individual is required to assist in an institutionally funded student activity program, that person shall receive a contract supplement. In addition, individuals may assist student clubs or organizations on a voluntary basis.

B. When a full-time faculty member acts as a timer or a scorer in an inter-collegiate athletic contest, he/she shall be paid ten dollars ($10.00) per activity.

C. Head of intramurals shall be equated as four (4) contact hours of basic load. This load may be shared by more than one faculty member.

Section 5. Salary Payments - General Provisions. Full-time faculty members shall be paid every other Friday except when a scheduled payday falls on a holiday or at the beginning of a vacation period. In these cases the paycheck shall be made available not later than the last instructional day preceding the holiday or the beginning of the vacation period. (See Payroll Schedule, Appendix B.)

Section 6. Full-Time Compensation - Twelve Month Contracts. Compensation to full-time faculty members issued twelve (12) month contracts will be paid in twenty-six (26) equal installments.

Section 7. Full-Time Compensation - Fall and Winter Semester Contracts. Full-time faculty members employed for the Fall and Winter Semesters will be paid in eighteen (18) equal installments. A faculty member may request payment in twenty-six (26) equal installments. Such requests must be in the Personnel Office no later than two weeks before the first scheduled pay date of the Fall semester. Once an option is approved it shall be continued for an annual period.

Section 8. Compensation - Contract Supplements. Compensation to full-time faculty members issued a contract supplement will be paid in accordance with one of the following:

A. Overloads and Contract Supplements during the instructional year will be paid in equal installments beginning with the third regularly scheduled payroll in the appropriate semester.

B. Extensions of the instructional year will be paid in equal installments beginning with the second pay date during the extension period.

Section 8. (cont'd.)

C. All compensation for extra-curricular-activities shall be paid on the first regularly scheduled payroll after the conclusion of the activity, except that if the activity is year long in nature, payment will be made with the last pay period of each semester.

Section 9. Overtime compensation shall be recorded and approved in a manner prescribed by the Personnel Office and will be paid at the first regularly scheduled payroll occurring after the period in which such compensation was earned. Supplemental assignments issued to counselors shall be paid according to this section.

Section 10. Overloads, overtime, and supplemental instruction shall be compensated for in the following manner:

A. Overloads and supplemental instruction shall be paid as follows:

	Rate Per Course Contact Hour
Beginning Fall Semester 1988:	$394
Beginning Fall Semester 1989:	$422
Beginning Fall Semester 1990:	$459

B. Work in excess of the basic load for librarians, counselors, and culinary arts personnel shall be paid at 1/16th of the supplemental contract rate per hour.

C. Culinary Arts personnel shall have an overload of Three Hundred Sixty (360) hours for the Instructional College Year which shall be an integral part of their basic load assignment. Such work shall be compensated for in the manner set forth in sub-section B above.

ARTICLE XIII

FRINGE BENEFITS - FULL-TIME FACULTY

Section 1. Insurance Coverages

A. The College will provide the following without cost (with the exception of #5) as indicated:

1. For the full-time faculty member, a long-term disability benefit commencing on the 121st calendar day of disability at 70% of base salary with a maximum payment of $2,000 monthly.

Section 1A. (cont'd.)

2. For the full-time faculty member and eligible dependents, the current vision care program.

3. For the full-time faculty member and eligible dependents, the current dental program. Failure to utilize the plan in any given calendar year will not result in a reduction of benefits.

4. For the full-time faculty member, a travel-accident life insurance benefit in the amount of $50,000 for travel on College business.

5. For the full-time faculty member and eligible dependents, optional life insurance shall be available at a group rate, at the employee's expense.

B. The College shall provide, without cost, one of the following three (3) options to each full-time faculty member and eligible dependent(s).

1. The current group health insurance for self and eligible dependents. This includes the $25 individual, $50 full-family deductible, hospice coverage, home health care coverage, the mandatory second opinion for elective surgery and the pre-admission and concurrent review service (PACRS).

   Plus: Life insurance and accidental death and dismemberment coverage (AD&D) equal to the full-time faculty member's base salary rounded to the next highest thousand but not less than $30,000.

2. Membership for self and eligible dependents in an approved Health Maintenance Organization (HMO) as described below.

   The College shall pay the monthly premium up to, but not to exceed, the monthly premium being paid for the medical insurance. If the cost of the HMO exceeds that of the insurance, the faculty member shall authorize the College to withhold this additional amount from his/her paychecks.

   Plus: Life insurance and accidental death and dismemberment coverage (AD&D) equal to the full-time faculty member's base salary rounded to the next highest thousand but not less than $30,000.

Section 1B. (cont'd.)

3. A husband and wife who are both employed by the College, and both eligible for choosing either medical insurance or an HMO, shall make the same selection, that is either the insurance or the same HMO, but not both.

4. For those not choosing group health insurance or an HMO:

Employee term life insurance:	$65,000
Employee AD&D :	$65,000

Term life insurance for dependents:

Covered spouse:	$ 5,000
Covered children:	
14 days to 6 months:	$ 250
6 months and over:	$ 2,500

C. An open enrollment period shall be available each year (normally December). During this open enrollment period, faculty members shall be able to change the option previously selected under Section 1B of this Article.

D. Term life insurance coverage will be continued by the College for any faculty member receiving a long-term disability benefit. This does not include optional life insurance.

E. If the Board decides to change carrier(s) or seek quotes for faculty insurance, the Forum shall be notified at the time quotes are requested. Any change in the current level of benefits shall be mutually agreed upon. Current levels of benefits are defined in a Letter of Understanding attached to this Agreement.

Section 2. Faculty Grant Fund. The Board shall continue to provide an educational grant fund for the payment of 100% of the tuition of full-time faculty members, their spouses and dependents who attend classes at Schoolcraft College. "Dependent" shall be defined as a person who constitutes a lawful exemption for Federal tax purposes. The College may require proof of dependency.

Section 3. Severance Pay. After ten (10) years of service, any full-time faculty member upon severance, excluding just cause discharge, shall receive a benefit in the amount of One Thousand Dollars ($1,000). Additional severance credit may be earned at the rate of Ten Dollars ($10) for each additional calendar month of his/her employment after the tenth (10th) year. In no case would the maximum payment exceed Two Thousand Dollars ($2,000). Payment in the case of a deceased employee will be made to the beneficiary or the estate of the deceased.

Section 4. Faculty Professional Development.

A. 1. The Board will budget the sum of One Hundred Dollars ($100) per full-time faculty member per fiscal year for purposes of faculty professional development, to include travel to professional meetings, seminars, workshops, membership and publication subscriptions, or other activities mutually agreed to, excluding union activities.

2. Faculty wishing to use these funds must make formal application to the Faculty Forum. The Forum will consider applications for approval or rejection. Approved applications shall be submitted to the appropriate Assistant Dean or Director for review and submission to the Dean of Instruction using the College's normal requisition procedure and supported by normally required documentation. The requisition must bear the signature of an officially designated representative of the Forum authorized by the Forum to sign requisitions on the Faculty Professional Development Fund.

Section 5. Tax Deferred Annuity. The Board shall make available to all full-time faculty, a salary reduction plan with V.A.L.I.C., TIAA-CREF, SFG, Kemper, or any other carrier approved by the Manager of Personnel Services. Contributions, when made, shall be transmitted monthly to the appropriate carrier in accordance with the Internal Revenue Code of 1954 as amended, and the regulations thereunder.

Section 6. Payroll Deduction. The Board shall make available payroll deduction for the Wayne Out-County Teachers' Credit Union and other mutually agreed to deductions to all eligible full-time faculty.

Section 7. Mileage Reimbursement. Whenever it is necessary for a full-time faculty member to travel on official College business; or whenever a full-time faculty member's basic load assignment requires that he/she travel between the Campus and off-campus centers to fulfill the basic load requirements, he/she shall be reimbursed at the current authorized rate.

ARTICLE XIV

MISCELLANEOUS PROVISIONS - FULL-TIME FACULTY

Section 1. Each full-time faculty member shall, prior to employment, furnish the Board with a certificate of health on a form provided by the College.

Section 2. Full-time faculty members shall retire at the end of the College Year during which the faculty member attains the age of seventy (70). No faculty member will be offered a regular contract after reaching the age of seventy (70) except upon the recommendation of the President and the approval of the Board. Any extension granted shall be reviewed annually by the Board.

Section 3. In the absence of a State directive or legislation, the Board shall continue to provide free parking space for all faculty members.

Section 4. General faculty meetings called by the administration for full-time faculty members shall be limited to an average of one (1) meeting per month during the Instructional College Year. An orientation meeting of new faculty and a general faculty meeting may be scheduled prior to the beginning of the Fall semester in addition to the meetings noted above.

Section 5. Up to sixteen (16) individual work days may be used annually at the discretion of the Forum, provided that prior notification is given to the appropriate administrator and the utilization of such time shall not impair the instructional program.

The Forum, at its discretion, may purchase, at the supplemental rate, up to three (3) contact hours of released time, per semester, for use by the Forum president. Such a choice must be made prior to the beginning of classes in the semester(s) of choice. The College will be reimbursed for hours so purchased on or around April 15.

Section 6. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. This Agreement shall likewise supersede any contrary or inconsistent terms contained in any individual full-time faculty member's contracts heretofore in effect. All individual faculty member contracts shall be made expressly subject to the terms of this Agreement. Unless specifically stated, no provisions of this contract may be waived or altered by the employer or the employee.

Section 7. Unless specifically provided to the contrary, the provisions of this Agreement shall be inapplicable to full-time faculty members performing work under contract supplements. The sole exception shall be as follows:

A. The provisions of Article IX shall apply when said individuals perform work under contract supplements issued for the Spring and/or Summer sessions. Payments under Article IX for absences occurring during such sessions shall be limited to the daily contract supplement rate.

Section 7. (cont'd.)

B. The provisions of Article IX, Section 1, shall apply to full-time faculty members while performing work under contract supplements during the Instructional College Year. A full-time faculty member using such leave under this provision shall not receive his/her daily contract supplement rate in those cases where a substitute is compensated for teaching his/her class.

Section 8. Official copies of this Agreement shall be printed by the Board within sixty (60) days after the Agreement is ratified. A copy shall be presented to each full-time faculty member now employed, or hereafter employed by the Board. The Board will also supply to the Forum free of charge fifty (50) copies of the Agreement, plus more as needed at reasonable cost.

Section 9. The break between the Fall and Winter Semesters as designated in the College Calendar shall apply to all members of the faculty.

However, counselors and librarians will provide adequate services to guarantee that these operations may continue on a reduced basis during this period to the satisfaction of the appropriate administrator. Individual work schedules will be developed in consultation with the appropriate members of the faculty.

Section 10. Service Fee

A. To insure a fair and equitable sharing of the Faculty Forum's cost of serving as the statutory bargaining agent for all faculty members, including the cost involved in the negotiation and administration of the collective bargaining agreement and the processing of grievances under such agreement, all members of the bargaining unit shall pay a service fee to the Faculty Forum. This fee will be deducted by the Board from faculty salaries, pursuant to written authorization and transmitted to the Faculty Forum as hereinafter provided. For faculty members who choose to join the Faculty Forum, the fee will be the dues of the Faculty Forum and its affiliate organizations, and for non-members, it is agreed that the fair amount of this fee shall be equivalent to the dues of the Faculty Forum and its affiliate parent organizations. No member of the unit shall be required to become a member of the Faculty Forum and its affiliate parent organizations. Any member of the bargaining unit will, however, have the privilege of membership. In the event

Section 10A. (cont'd.)

that a faculty member shall refuse to either join the Faculty Forum or authorize the payment of the aforementioned service fee in accordance with the provision in paragraph B, the Board agrees to terminate the employment of such faculty member, such termination to be subject to the same review as are terminations of employment for other reasons, as specified in Article IV, Section 4D or Section 7, whichever is applicable, of this Agreement. The parties expressly recognize that the failure of any faculty member to comply with the provisions of this Article is good and adequate cause for discharge from employment.

B. Within ten (10) days after the first day of the first semester, or within ten (10) days of the first date of a faculty member's employment, whichever date is earlier, the faculty member may sign and deliver to the Personnel Office, a written assignment authorizing deduction of either the dues of the Faculty Forum and its affiliate organizations, or the above-mentioned service fee. Such authorization shall continue in effect throughout the life of this Agreement or until the employment of the faculty member has been terminated.

C. The deduction of the service fee shall be in uniform amounts and shall be made bi-weekly from regular payroll periods, beginning with the second (2nd) payroll in October and ending not later than the last payroll in April.

D. The Board agrees to promptly remit all monies so deducted according to written directions of the Forum and to accompany such monies with a list of faculty members and amounts from whom deductions have been made.

E. The Forum shall no later than November 1 and February 1, submit to the Manager of Personnel Services, the names of all faculty failing to conform to this Article.

F. The Forum will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability, including attorneys' fees incurred in connection therewith, by reason of action taken, or not taken by the Board for the purpose of complying with Section 10 of Article XIV subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

ARTICLE XIV (Cont'd.)

Section 10F. (cont'd.)

2. The Forum, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

3. The Forum has the right to choose the legal counsel to defend any said suit or action.

4. The Forum shall have the right to compromise or settle any claim made against the Board under this section.

Section 11. Full-time faculty members shall be given an opportunity to evaluate administrators each year. An administrator shall make available to full-time faculty members in his/her division an administrative evaluation form by April 1 of every year. The forms shall be returned by April 15 by the faculty members to the administrator for the administrator's personal evaluation of his/her administrative effectiveness. The form shall be developed jointly by representatives of the administration and the Board of Trustees.

Section 12. Forms necessary to fulfill contractual obligations (track placement, grievance, etc.) shall be mutually developed between the Board of Trustees and/or designee and the Forum President and/or his/her designee.

Section 13. The Board shall have the right to deduct any salary overpayments to a faculty member from compensation due to that faculty member. Should said condition occur, the employee shall be notified, in writing, of the amount in question. The repayment schedule shall be developed by mutual agreement. In no case shall re-payment be sought if the overpayment occurred more than two (2) years prior to the date of ratification.

ARTICLE XV

LEARNING ASSISTANCE CENTER RESOURCE PERSON

Section 1. Assignment. The Learning Assistance Center Resource Person shall be assigned for thirty-eight (38) weeks within a fifty-two (52) week year (35 hours per week). Individual schedules shall be determined two (2) weeks prior to the beginning of the Fall Semester. Supplemental assignments may be offered as determined by management (paid at 80% of 1/16th of the supplemental contract rate per hour).

Section 2. Staff Reduction. The Learning Assistance Center Resource position is subject to grant funding and the need for the services of the Learning Assistance Center Program. If a layoff is necessary due to lack of funding, one hundred and twenty (120) days notice shall be given; if a layoff is necessary due to program deletion, one full semester's notice shall be given.

Section 3. Seniority. Seniority will be granted within the Learning Assistance Center Resource Person classification and shall be the basis for the reduction in staff, should the need arise.

Section 4. Compensation. Compensation for the Learning Assistance Center Resource Person shall be 80% of the appropriate step and level of the salary schedule for teaching/counseling faculty, i.e., 80% of 1.10 of the appropriate step and level of the salary schedule. At the beginning of the 1990-91 Academic Year, these positions shall be reviewed to ascertain whether the positions and compensation are appropriate.

Section 5. Evaluation. The Learning Assistance Center Resource Person shall be evaluated once a year by the Director and the Dean of Instruction using the instrument designed for this purpose.

Section 6. Other Provisions. Only the following provisions of the Faculty Master Agreement shall apply to the Learning Assistance Center Resource Person position:

Article I
Sections 1, 3, 4, 5, 6

Article II

Article III
Sections 1, 2, 3, 4, 7, 8, 10, 11, 13, 14, 16

Article V
Sections 13 and 15

Article VIII
All but Section 3

Articles IX and X

Article XII
Sections 5, 6, 8, 9

Article XIII

Article XIV
Sections 1, 2, 3, 4, 5, 6, 8, 10, 11, 12, 13

Article XVIII

Article XIX

Article XX

Appendices B & T, T-1, T-2 and T-3.

ARTICLE XVI

PART-TIME FACULTY

Section 1. Part-Time Faculty Rights & Responsibilities

A. Each part-time instructor and each part-time clinical nursing instructor shall be entitled to freedom of discussion within the classroom or within the clinical facility on all relevant matters within the framework of assigned duties and within his/her area of competence.

B. Each part-time faculty member shall have the right upon reasonable request and notice to review, with an appropriate administrator, the contents of his/her personnel file, excluding letters of recommendation and employment credentials. The part-time faculty member may be accompanied by a Forum representative if he/she so desires. When material is placed in an individual's personnel file, the individual shall be furnished a copy of said material and shall have ten (10) days to write a rebuttal which shall be attached to the original material in the file.

C. The presence of cameras, tape recorders or similar recording devices during the meeting of a class shall be subject to the permission of the part-time faculty member except as modified by current public laws covering handicapped students.

D. Each part-time faculty member is entitled to the enjoyment of his/her constitutionally guaranteed rights. When he/she acts as a private citizen, he/she shall be free from Institutional discipline. The part-time faculty member, mindful of his/her responsibility to protect his/her own and the Institution's integrity, shall exercise reasonable care to show that he/she is acting as a private citizen and does not speak for nor represent the College.

E. The Board, while fulfilling its responsibilities to handicapped students, will notify part-time faculty when an enrollee has been identified as a handicapped student and will indicate the special assistance and/or special equipment being provided.

Section 2. Part-Time Faculty Status

A. Probation

1. For the first four (4) semesters/sessions of employment, part-time faculty shall be considered probationary employees. During this period, successful performance (as demonstrated by appropriate evaluations) is necessary for continued employment.

2. During the probationary period, part-time faculty members shall be obligated to attend mandatory orientation(s) as determined by the appropriate administrator.

Section 2A. (cont'd.)

3. Failure to offer employment to a probationary part-time faculty member due to poor performance, as evidenced by his/her evaluations, shall not be subject to the grievance procedure.

B. After the probationary period, the part-time faculty member can be removed from the preference point list as a result of administrative discipline (Article XVI, Section 5) and/or as a result of the evaluation process as specified in Article XVI, Section 4.

C. Those part-time faculty members who have earned one hundred (100) or more preference points shall be referred to as Adjunct Faculty.

D. Academic rank for adjunct part-time faculty shall be accorded as follows:

Adjunct Assistant Professor -	Upon accumulation of 100 preference points and a minimum of three (3) years of service with Schoolcraft College.
Adjunct Associate Professor -	Upon accumulation of 175 preference points and a minimum of eight (8) years of service with Schoolcraft College.
Adjunct Professor -	Upon accumulation of 250 preference points and a minimum of fourteen (14) years of service with Schoolcraft College.

E. First consideration shall be given to part-time faculty applicants for filling any available full-time faculty vacancies if their qualifications are superior or equal to other qualified applicants.

F. Upon becoming a full-time faculty member, he/she shall be given credit for one year of probation based upon successful completion of thirty (30) contact hours taught as a part-time faculty member at Schoolcraft College within the five (5) years immediately preceding the issuance of the full-time contract.

Section 3. Part-Time Faculty Employment

A. Part-time faculty members shall be employed by the College only when the need for such service exists. When such a need exists the course or function will be assigned by the appropriate administrator as provided herein. Qualifications for persons so employed shall meet existing standards for teaching the course(s) or performing the function for which the need exists.

Section 3. (cont'd.)

B. Part-time instructors and part-time clinical nursing instructors may be tentatively assigned prior to the beginning of the semester/session, but hired only after all full-time faculty have acquired their basic load assignments, and only after a laid-off full-time faculty member has been given preference for courses for which he/she is qualified to teach, and only after full-time faculty have received their supplemental assignments.

C. Preference for employment shall be given to the part-time instructor and the part-time clinical nursing instructor based upon the following conditions:

1. Each appropriate administrator in consultation with the Manager of Personnel Services will maintain a posted part-time preference list of qualified personnel in his/her respective discipline. The list will be updated each semester and session to reflect the assignment currently being filled.

2. Placement on the preference list shall be determined by the following formula:

   Five (5) points awarded for each year of service (minimum of one (1) course taught in any given calendar year.) In the event that the part-time faculty member teaches in more than one discipline during a semester/session, these five (5) points will be applied to each preference list. One (1) point awarded for each contact hour taught. (Example: Ten (10) years of service equals fifty (50) points, fifty (50) contact hours taught equals fifty (50) points. Total equals one hundred (100) points.) In the event a part-time faculty member teaches in more than one discipline, points awarded in one discipline shall not be used for placement on the preference list in any other discipline.

   Unless there is agreement between the appropriate administrator and the faculty representative that a retired full-time faculty member is not qualified to teach, he/she shall be awarded fifty (50) points for each year of full-time service at Schoolcraft College.

3. In both tentatively assigning and hiring, the appropriate administrator shall contact the individuals on the preference list in order proceeding from the highest to the lowest point totals.

Section 3C3. (cont'd.)

If two persons are both qualified under the other provisions of this Article and tied in preference points, and both wish to teach the same course, the tie shall be broken by selecting the person with the earliest date of hire; and if dates of hire are equal, by the appropriate administrator flipping a coin in the presence of a witness.

4. The appropriate administrator shall make known to the individual the courses available for which he/she is qualified to teach.

5. The individual so contacted shall have the right to select from the available courses the one(s) which he/she prefers to teach.

6. Should additional courses be available, or should the individual so contacted be unable to accept a teaching assignment, the appropriate administrator shall proceed to the next name on the list and repeat the process until all available open classes have been assigned.

7. If openings still exist after the exhaustion of the preference list, or if openings exist which cannot be filled by those on the list due to inability to accept available assignments or lack of appropriate qualifications for the specific opening, then the appropriate administrator may complete the assignment of open classes with a qualified person(s) not on the preference list.

8. Failure to accept teaching assignments within a two (2) calendar year period shall result in the individual's name being removed from the preference list.

Section 4. Evaluation - Part-Time Faculty

A. Part-time faculty members shall be evaluated by the appropriate administrator according to the following conditions:

1. Evaluations will occur in the classroom (if the individual is an instructor) or at the faculty member's work place (if the individual is not an instructor).

2. The evaluation(s) will occur at a time and place of mutual convenience.

3. During the probationary period, such evaluations shall occur at least twice. Other evaluations may be student evaluations.

4. A part-time faculty member may request additional evaluations at any time beyond the number specified in this section.

Section 4A. (cont'd.)

5. Should either the part-time faculty member or the appropriate administrator desire student participation, student evaluations may be used in conjunction with the administrative evaluation. Such student evaluations shall include members of all classes being taught by that instructor during the semester/session.

6. Upon successful completion of probation, the faculty member will be evaluated every third semester/session of employment thereafter.

B. In the event an evaluation of a part-time faculty member is less than satisfactory after the completion of the probationary period, the appropriate administrator shall request the assistance of a qualified full-time faculty member, selected by the evaluatee, to jointly re-evaluate the part-time faculty member within two (2) weeks of the original evaluation.

   1. Should the joint re-evaluation confirm the original finding, both evaluators shall meet with the faculty member to discuss an immediate program of improvement and correction of observed deficiencies. Such a program will include additional observations and evaluations, as determined by the evaluators, before the end of the current semester/session.

   2. During the next semester/session of the faculty member's employment, he/she shall be re-evaluated. Should no significant improvement and correction of deficiencies be noted by the evaluators, said failure shall be cause for dismissal.

Section 5. Discipline (Non-Probationary Employees)

A. In disciplining part-time faculty members, the College shall not act in an arbitrary and capricious manner; and, any disciplinary action taken shall be proportionate to the severity of the infraction.

B. Prior to any disciplinary action being taken, a meeting shall be held involving the appropriate administrator and the faculty member. The faculty member shall be informed, in writing, of the reason for a disciplinary meeting when said meeting is scheduled. A Faculty Forum Representative shall be in attendance at all disciplinary meetings unless a written waiver is signed by the part-time faculty member with copies distributed to the appropriate administrator and the President of the Forum.

C. Within five (5) work days of the conclusion of a disciplinary hearing, the faculty member shall be informed, in writing, of the discipline to be administered, with a copy to the Forum President.

Section 5. (cont'd.)

D. Any written notice of reprimand placed in a part-time faculty member's file shall be removed upon his/her voluntary termination of employment if the written notice is more than two years old.

E. In an emergency situation requiring removal of the faculty member from the classroom or work station, the Forum President (or designee) shall be notified by the appropriate administrator prior to any further disciplinary action.

F. Should unusual conditions within the classroom involving academic performance of an experienced instructor teaching the course for the first time, come to the attention of the appropriate administrator, said administrator shall initiate a conference involving the instructor, the administrator and a union representative. Prior to any further administrative action being taken, an expedited evaluation shall occur, conducted by the administrator and the faculty representative. If, in their opinion, further action is warranted, the instructor may be suspended without pay for the remainder of the semester or session, have no preference points awarded for that class, and be disqualified from teaching that course again.

Section 6. Part-Time Faculty Assignments

A. Length of Class Session. A class scheduled for one hour shall include fifty (50) minutes of instruction and ten (10) minutes of passing time. In classes scheduled for more than one (1) hour in the same session, the part-time instructor may schedule a break equivalent to ten (10) minutes per hour for each hour except the last hour where the ten (10) minutes shall be used for passing time. Any variation must have the approval of the part-time instructor and the appropriate administrator.

B. Class Size. Class size will be the same as provided in Article V, Section 14 of this Agreement.

C. Office Hours. Part-time faculty members shall be available for student consultations.

Section 7. Grievance Procedure. The grievance procedure as provided for in Article X of this Agreement shall apply to part-time faculty members while they are employed at Schoolcraft College.

Section 8. Notice of Employment. A notice of employment shall be issued to all part-time faculty members within a reasonable period of time after the opening of the semester or session. Such notice shall contain the part-time faculty member's name, the assignment, the length of employment, the compensation, and any other pertinent information.

Section 9. Compensation. Part-time faculty members working during the Instructional Year will be paid in equal installments beginning with the third regularly scheduled payroll in the appropriate semester. Part-time faculty members working during the Spring or Summer session will be paid in equal installments beginning with the second (2nd) pay date in the session.

A. Compensation for part-time faculty will be as follows:

Preference Points	Course/Contact Hour Rate 1988/89	Course/Contact Hour Rate 1989/90	Course/Contact Hour Rate 1990/91
0 - 11	$ 299	$ 299	$ 299
12 - 25	308	308	308
26 - 35	321	321	321
36 - 50	338	338	338
51 - 100	359	359	369
101 - 175	375	394	405
176 - 250	385	408	432
250 and Over	394	422	452

B. Should a part-time faculty member be requested by an administrator and agree to perform academic duties not specified in Appendix P or P-1, the work shall be compensated at the rate of one-half (1/2) the clock hour supplemental rate.

Section 10. Fringe Benefits

A. The Board shall provide an Educational Grant Fund for the payment of 100% of the tuition of part-time faculty members, their spouses and dependents who attend classes at Schoolcraft College proportionate to their contact hour assignment for that particular semester or session (i.e., part-time faculty members assigned five (5) contact hours, a total not to exceed five (5) hours of Educational Grant Fund may be used). The Educational Grant Fund shall be limited to a maximum of eight (8) hours earned per eligible part-time faculty member for any given semester/session. Such fund shall be available only to part-time faculty who have earned fifteen (15) preference points or more.

Section 10A. (cont'd.)

A part-time faculty member who qualifies for the educational grant fund may use said fund in the four (4) succeeding semesters or sessions.

B. The Board shall make available to all eligible part-time faculty members, payroll deduction for the Wayne Out-County Teachers Credit Union and such other mutually agreed to deductions.

C. Adjunct faculty teaching one (1) day per week shall be permitted one (1) sick leave day per semester. Adjunct faculty members teaching more than one (1) day per week shall be permitted to take up to two (2) sick leave days within the same week of the semester. Such leave is non-cumulative.

Section 11. Miscellaneous

A. At no time will a part-time instructor cancel a class session. At no time will a part-time clinical nursing instructor cancel a clinical session. The responsibility for the cancellation of class sessions or clinical sessions rests only with the appropriate assistant dean.

Part-time instructors must contact the appropriate assistant dean when an emergency or illness may necessitate the cancellation of a class session. Part-time clinical nursing instructors must contact the appropriate assistant dean when an emergency or illness necessitates the cancellation of a clinical session. When a class or clinical session is cancelled without prior contact with the appropriate assistant dean, pay for the cancelled session will be deducted.

Except for adjunct faculty absence due to the use of a sick-leave day, whenever possible, arrangements will be made with the appropriate assistant dean to make up any time and/or course work lost. In the event such arrangements are not possible a part-time faculty member who is absent shall have his/her compensation reduced by an amount equal to the total hours absent times his/her rate of compensation.

B. The Board shall provide all appropriate provisions of this Agreement to all part-time faculty within ten (10) days of initial employment.

C. Within four (4) weeks after the opening of the Fall and Winter semesters, and within two (2) weeks after the opening of the Spring and Summer sessions, the Manager of Personnel Services will provide the Faculty Forum with a list of all part-time faculty members who are currently employed by Schoolcraft College. This list will include the number of course contact hours assigned.

Section 11. (cont'd.)

D. In the absence of a State directive or legislation to the contrary, the Board shall continue to provide free parking space for all part-time faculty members.

E. The provisions of Article XVI shall apply only to part-time faculty members as defined in Article I.

F. Service Fee

1. Each and every individual employed as a part-time member of the bargaining unit shall be required to either join the Forum or pay, in lieu of its dues, an equivalent service fee for the time of service.

2. The deductions of the service fees shall be in uniform amounts and shall be made bi-weekly from the semester or session's regular payroll periods beginning with the third regular payroll of the semester or session.

3. Payment may also be made in a single payment by check or cash no later than the end of the semester/session.

4. The Forum shall notify, in writing, any part-time member whose dues or service fees have not been received by the Treasurer of the Forum no later than two (2) weeks prior to the end of the semester, of the consequences of non-compliance with this Article and Section.

5. In the absence of such payment(s), the name(s) of the delinquent faculty shall be given the Personnel Office by the end of the semester/session. Said faculty shall not be re-employed and any and all preference points and accrued benefits, if any, shall be lost.

G. Part-time faculty shall be permitted to take part in departmental activities.

Section 12. When a part-time faculty member indicates a need for a storage facility, the Board shall provide, without charge, if available, a locker or other facility in the building to which that part-time faculty member is assigned.

Section 13. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. This Agreement shall likewise supersede any contrary or inconsistent terms contained in any individual part-time faculty member's contracts heretofore in effect. All individual part-time faculty

Section 13. (cont'd.)

member's notice of employment shall be made expressly subject to the terms of this Agreement. Unless specifically stated, no provisions of this notice of employment may be waived or altered by the employer or the employee.

Section 14. It is expected that all instructors holding a teaching assignment because of expertise represented by a professional/occupational license issued by a governmental licensing agency shall maintain said license in good standing and may be subject to dismissal from that assignment in the event that the license is suspended or revoked.

ARTICLE XVII - PROPRIETARY RIGHTS

STATEMENT OF PURPOSE:

The spirit of this policy shall be to encourage innovative, tangible productivity. Implicit, also, shall be the notion that the College "profits" from the academic prestige of its faculty and staff, and that such prestige is most generally derived from publications, patents, grants and similar public evidence of expertise. The College's primary thrust is that of teaching. The encouragement of activities specifically designed to improve the effectiveness and efficiency of teaching is in the best interest of the College and consistent with its mission.

AREAS OF PROPRIETARY INTEREST:

1. Any copyrightable material, process, or product except books and articles.

2. Any patentable material, process, or product.

A. CIRCUMSTANCES UNDER WHICH THE COLLEGE WOULD NOT CLAIM PROPRIETARY INTEREST:

1. If a faculty member has produced anything in the Area of Proprietary Interest on his/her own time, not involving College money, equipment, materials, personnel, or time (for which said person was paid to perform contracted duties), the College shall have no right to such material, processes, products, or techniques as specified in the Area of Proprietary Interest. This section shall include materials developed on Sabbatical Leave.

2. The College would take no proprietary interest in an approved project as long as the total compensation to the faculty member was less than or equal to a three (3) credit course reduction for one

ARTICLE XVII (Cont'd.)

A.2 (cont'd.)

(1) semester or equivalent payment; or if the faculty member received no compensation and direct or indirect cost to the College was no more than four hundred dollars ($400).

Under this circumstance, the College would retain the right to internally use that which was developed, without payment to the faculty member and/or copyright/patent holder. The faculty member would be free, at his/her expense, to seek a copyright or patent and/or to market that which was developed.

B. CIRCUMSTANCES UNDER WHICH THE COLLEGE MAY CLAIM PROPRIETARY INTEREST:

1. A faculty member may be contracted specifically to produce materials, processes or products which could be in the areas of Proprietary Interest. The College will retain all proprietary rights.

2. If a faculty member was employed temporarily or full-time, with primary duties specified as other than the "project" but received additional compensation in excess of a three (3) credit course reduction or equivalent payment; or received support (copying, video-taping, graphics, typing, etc.) valued at more than four hundred dollars ($400), then the College, at its sole discretion would claim proprietary interest to the extent of recovery of all substantiated costs to the College associated with the project in question. Costs shall be recovered by applying fifty percent (50%) of profits until reimbursement is completed.

   Under this circumstance, the College would retain the right to internally use that which was developed, without payment to the faculty member and/or copyright/patent holder. The faculty member would be free, at his/her expense, to seek a copyright or patent and/or to market that which was developed.

C. GENERAL PROVISIONS

1. The person(s) producing the product shall be acknowledged as the author(s) and all appropriate credits shall be given to all primary and support personnel. The author(s) shall identify themselves as faculty members of Schoolcraft College.

2. If a project is supported in whole or in part by a grant from an external agency, the conditions of the grant will prevail. If no conditions are specified, the appropriate sections of this policy will apply.

3. In all cases, it shall be the obligation of the author(s) when entering into any other agreements, to make known the provisions of this policy and preserve the rights and provisions of this policy in any other agreements.

C. (cont'd.)

4. The internal use of developed material shall be without charge to the College and shall be housed and used as other materials. The College may distribute such materials to other institutions for the purpose of demonstration and review. External distribution by the College for any other reason shall be only with the written consent of the author(s) and the College. The author(s) may use such materials for professional activities such as workshops, etc. In cases where the College has gained proprietary rights, these should be preserved by the author(s). The author(s) retain the right to review recorded material in order to update or otherwise improve its quality or accuracy. If significant costs are associated with such changes, a separate agreement may be negotiated or, at the discretion of the College, the material may be removed from circulation.

ARTICLE XVIII

NON-DISCRIMINATION - FULL AND PART-TIME FACULTY

Section 1. The Board will not discriminate against any faculty member with respect to wages, hours, terms or conditions of employment by reason of his/her membership in or participation in the activities of the Union.

Section 2. In the exercise of their duties and responsibilities neither the Board, the Faculty Forum, nor the faculty shall discriminate on the basis of race, creed, religion, age, sex, marital status, political beliefs, or handicap.

ARTICLE XIX

CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan. In the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction, such provision shall be void and inoperative. All other provisions of this Agreement shall continue in effect.

ARTICLE XX

WHOLE CONTRACT

This contract constitutes the entire Agreement between the parties but it may be amended in writing by mutual agreement of the parties. Such amendment must be ratified by the Senate acting for the Forum and a designated representative of the Board. The proposed amendment shall become part of this document when the parties have exchanged written notification of their formal action.

ARTICLE XXI

TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect through the 23rd of August, 1991, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve a written notice on the other party of a desire to terminate, modify or change this Agreement. Such notice shall be sent by registered mail to the other party and shall specify the changes desired.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year first written above.

SCHOOLCRAFT COLLEGE
FACULTY FORUM

Lowell T. Cook
Lowell T. Cook, President

Ronald W. Rogowski
Ronald W. Rogowski
Chief Negotiator

Richard T. Arlen
Richard T. Arlen
Negotiator

Stuart C. Bloom
Stuart C. Bloom
Negotiator

John R. Burnell
John R. Burnell
Negotiator

Sandra E. Thornton
Sandra E. Thornton
Negotiator

BOARD OF TRUSTEES OF THE
SCHOOLCRAFT COMMUNITY COLLEGE
DISTRICT

Mary Breen
Mary Breen, Chairperson

Richard W. McDowell
Richard W. McDowell
President

Betty J. Roame
Betty J. Roame
Chief Negotiator

Agnes V. Black
Agnes V. Black
Negotiator

Ronald L. Griffith
Ronald L. Griffith
Negotiator

Jean E. Pike
Jean Pike
Negotiator

APPENDIX A

FACULTY SALARY TRACK AND STEP SCHEDULE

I. 1.0 Salary Schedule

The Instructional College Year is comprised of thirty-seven (37) weeks with approximately thirty-three (33) weeks of duties for instructional faculty and approximately 165 days for non-instructional faculty.

II. 1.10 Salary Schedule

The factor of 1.10 is utilized to determine the salary for Counselors with approximately thirty-eight (38) weeks (1,330 hours) of assigned duties in a fifty-two (52) week period.

III. 1.25 Salary Schedule

The factor of 1.25 is utilized to determine the salary for Librarians, Counselors and Coordinator/Instructors with approximately forty-six (46) weeks of assigned duties in a fifty-two (52) week period.

IV. In accordance with Article XII, Section 3, initial placement on the salary schedule will be based upon experience at the time of hire and is equated to the numerical value of the step number (ten (10) years prior experience equates placement on Step #10). Reference Article XII, Section 3.

SCHOOLCRAFT COLLEGE
Livonia, MI 48152

FACULTY SALARY SCHEDULE - 1988/89

APPENDIX A-1

STEP	BACHELOR'S DEGREE			MASTER'S DEGREE			MASTER'S DEGREE + 30 HOURS			DOCTORATE			STEP
	1.0	1.10	1.25	1.0	1.10	1.25	1.0	1.10	1.25	1.0	1.10	1.25	
1	19980	21978	24975	21960	24157	27450	23057	25362	28821	24157	26572	30196	1
2	21298	23427	26622	23497	25847	29371	24596	27056	30746	25692	28262	32115	2
3	22618	24880	28273	25035	27538	31293	26132	28745	32665	27231	29954	34039	3
4	23933	26327	29917	26575	29232	33219	27670	30437	34587	28768	31645	35959	4
5	25254	27780	31568	28113	30925	35142	29210	32131	36513	30308	33338	37885	5
6	26512	29164	33140	29648	32613	37060	30748	33823	38435	31844	35029	39806	6
7	27890	30679	34862	31186	34305	38983	32284	35513	40354	33381	36719	41726	7
8	29210	32131	36513	32725	35998	40907	33822	37205	42278	34921	38413	43651	8
9	30530	33583	38162	34261	37687	42826	35360	38896	44201	36460	40106	45575	9
10	32447	35691	40559	35799	39380	44749	36900	40589	46125	38005	41806	47507	10
11	33706	37077	42132	38049	41854	47561	39219	43140	49024	40385	44424	50481	11
12	34934	38428	43668	39526	43478	49408	40743	44817	50928	41953	46149	52442	12
13	36206	39827	45257	40966	45063	51208	42228	46451	52785	43480	47829	54351	13

SCHOOLCRAFT COLLEGE
Livonia, MI 48152

FACULTY SALARY SCHEDULE - 1989/90

APPENDIX A-2

STEP	BACHELOR'S DEGREE			MASTER'S DEGREE			MASTER'S DEGREE + 30 HOURS			DOCTORATE			STEP
	1.0	1.10	1.25	1.0	1.10	1.25	1.0	1.10	1.25	1.0	1.10	1.25	
1	21159	23275	26449	23256	25582	29070	24417	26858	30521	25582	28140	31978	1
2	22554	24809	28193	24883	27372	31104	26048	28653	32560	27208	29929	34010	2
3	23953	26348	29941	26512	29163	33140	27674	30441	34592	28838	31721	36048	3
4	25345	27880	31682	28142	30956	35179	29302	32232	36628	30465	33512	38081	4
5	26744	29419	33430	29772	32749	37215	30934	34027	38668	32096	35305	40120	5
6	28076	30884	35096	31397	34537	39246	32562	35819	40703	33723	37095	42154	6
7	29535	32489	36919	33026	36329	41283	34188	37608	42735	35350	38885	44187	7
8	30934	34027	38668	34656	38121	43321	35818	39400	44773	36981	40679	46226	8
9	32331	35564	40414	36282	39910	45353	37446	41191	46808	38611	42473	48264	9
10	34361	37797	42952	37912	41703	47389	39077	42984	48846	40248	44273	50310	10
11	35694	39264	44618	40294	44323	50367	41533	45686	51917	42768	47045	53460	11
12	36995	40695	46244	41858	46044	52323	43147	47461	53933	44429	48872	55536	12
13	38342	42177	47928	43383	47721	54229	44719	49192	55899	46046	50651	57558	13

SCHOOLCRAFT COLLEGE
Livonia, MI 48152

FACULTY SALARY SCHEDULE - 1990/91

APPENDIX A-3

STEP	BACHELOR'S DEGREE			MASTER'S DEGREE			MASTER'S DEGREE + 30 HOURS			DOCTORATE			STEP
	1.0	1.10	1.25	1.0	1.10	1.25	1.0	1.10	1.25	1.0	1.10	1.25	
1	22323	24555	27904	24535	26989	30669	25760	28336	32200	26989	29688	33737	1
2	23795	26174	29744	26252	28877	32815	27480	30229	34351	28705	31575	35881	2
3	25270	27797	31588	27970	30767	34962	29196	32116	36495	30424	33466	38030	3
4	26739	29413	33424	29690	32659	37113	30914	34005	38642	32141	35355	40175	4
5	28215	31037	35269	31409	34551	39262	32635	35898	40794	33861	37247	42326	5
6	29620	32583	37026	33124	36437	41405	34353	37789	42942	35578	39135	44473	6
7	31160	34276	38950	34843	38327	43553	36069	39676	45086	37294	41024	46618	7
8	32635	35898	40794	36562	40218	45703	37788	41567	47235	39015	42917	48769	8
9	34109	37520	42636	38278	42105	47847	39506	43456	49383	40735	44809	50919	9
10	36251	39876	45314	39997	43997	49996	41226	45348	51533	42461	46708	53077	10
11	37658	41424	47072	42510	46761	53137	43817	48198	54772	45120	49632	56400	11
12	39030	42933	48788	44160	48576	55200	45520	50071	56899	46872	51560	58590	12
13	40451	44496	50564	45769	50346	57212	47179	51897	58974	48578	53436	60723	13

APPENDIX B

PAYROLL SCHEDULE

	88/89	89/90	90/91
September	2 16 30	1 15 29	14 28
October	14 28	13 27	12 26
November	11 23	10 22	9 21
December	9 16	8 22	7 21
January	6 20	5 19	4 18
February	3 17	2 16	1 15
March	3 17 31	2 16 30	1 15 29
April	14 28	12 27	12 26
May	12 26	11 25	10 24
June	9 23	8 22	7 21
July	7 21	6 20	5 19
August	4 18	3 17 31	2 16 30

APPENDIX C

INSTRUCTOR

Duties & Responsibilities

Members of the faculty at Schoolcraft College designated by the title "Instructor" are responsible to the appropriate assistant dean. The primary duty of the instructor is to teach. The following responsibilities are considered significant:

1. Teach courses in accordance with the description published in the Catalog and Department Course Outline. It is recognized that the methods, procedures and interpretations of various instructors may differ.
2. Schedule office hours for student consultation and post these hours prominently.
3. Meet all scheduled classes, office hours, and final examinations as scheduled.
4. Attend and participate in all scheduled faculty meetings and Advisory Committee meetings and activities unless excused by the appropriate administrative officer or unless classes conflict.
5. Maintain attendance records of students and submit required reports to the Registrar's Office.
6. Prepare and submit to the appropriate assistant dean grade reports on schedule.
7. Submit to the Director of Counseling reports on each student who the faculty member believes is in need of counsel.
8. Attend and participate in all scheduled department meetings.
9. Cooperate with his/her department in developing course outlines.
10. Assist the Assistant Dean in the maintenance of the laboratory and laboratory equipment used by the instructor.
11. A written statement of the course criteria shall be presented to the students.

COUNSELOR APPENDIX D

Duties & Responsibilities

The counselors are responsible to the Director of Counseling. The duties and responsibilities assigned to this position are:

1. Participating in the total guidance and counseling program, including academic, vocational, and personal counseling.

2. Interview new students and develop individual programs with them.

3. Counsel students transferring to other colleges and prepare necessary forms, except official transcripts.

4. Administer individual interest, aptitude and interest tests as needed.

5. Plan and conduct the freshman orientation program.

6. Maintain vocational information files.

7. Maintain information pertaining to scholarships at four year institutions.

8. Participate in student withdrawal and academic dismissal studies.

9. Visit with senior colleges and high schools to develop articulation between Schoolcraft College and other educational institutions.

10. Visit industries to expand departmental awareness of vocational opportunities.

11. Consult with instructors to improve departmental articulation.

12. Test and screen students in terms of their placement in specific technical and academic programs.

13. Assist the Director of Counseling in the provision of counseling services in Placement, Women's Resource Center and Veteran Affairs.

APPENDIX D-1

ADMISSIONS AND FINANCIAL AIDS COUNSELOR

The Admissions and Financial Aids Counselor is responsible to the Director of Admissions and Financial Aids.

Duties & Responsibilities:

1. Develop and present programs to recruit new applicants and to interpret the College to the Community.
2. Visit junior and senior high schools to develop articulation between the College and the schools in the College community.
3. Develop cooperatively with the Instructional Staff, recruitment and information programs for the curricula offered by the College.
4. Develop career orientation programs for applicants who select vocational and technical programs.
5. Interview applicants/incoming students who are applying to the College and desire assistance with Admissions and Financial Aids procedures or curriculum choice.
6. Advise prospective students about financial aid opportunities and vocational and educational avenues open to them.
7. Assist in the application and registration of applicants during the registration periods.
8. Interview students who apply for readmission and readmit qualified applicants.
9. Review records and admit applicants to the College.
10. Review records and admit applicants to special/waiting list programs as assigned.
11. Assist in the research projects developed by the Office of Admissions and Financial Aids and the Office of Student Services.

APPENDIX D-2

COUNSELOR - CAREER PLANNING AND PLACEMENT CENTER

The Counselor - Career Planning and Placement reports directly to the Director of Career Planning and Placement.

Duties & Responsibilities

1. Develop and present individual client and group career counseling services to students and members of the community.
2. Assist clients in making career and educational plans through recognized vocational/career counseling practices.
3. Maintain a testing and assessment service which will assist clients in appraising and measuring their aptitudes, achievements, interests, values, and personality as related to career/life-style decisions.
4. Develop and maintain vocational, career, and employment information files and library resources.
5. Select and maintain computer-assisted and video career and employment information resources and all other career planning information.
6. Present group workshops to classes, community organizations, and clients on career development and job hunting techniques.
7. Organize the offerings of career fairs, employment fairs, and special topical projects and programs.
8. Assist clients in becoming self-sufficient in the job-hunting process.
9. Refers clients to business, industry, and community organizations for career information, employment, or job hunting assistance.
10. Visit business and industry for career and employment information.
11. Assist businesses with their career development and employment needs.
12. Maintain a liaison and contact with other placement facilities, community service organizations, and college faculty.
13. Serve on College committees as assigned.
14. Assist with research projects developed by the Center.
15. Assist clients in adjusting to their work setting and in developing good work habits.
16. Serve as a liaison with the faculty in the instructional departments.
17. Attend visiting four-year college informational meetings.
18. Perform other related duties as agreed to by the Counselor - Career Planning and Placement and the Director.

APPENDIX E

LIBRARIANS - GENERAL

Librarians may be forty-six (46) or thirty-six (36) week employees. The length of the work year is determined by the job posting or by mutual agreement for existing employees. All librarians are expected to be able to perform the following functions:

1. Instruct library users in information access, utilizing both print and non-print sources.
2. Serve a portion of each week on reference duty as assigned by the Assistant Dean.
3. Select and maintain library materials in specified subject areas in consultation with Schoolcraft College instructors.
4. Instruct library users in the efficient use of electronic resources to locate information.
5. Assist library users in procuring needed informational resources located in other institutions.
6. Assume total responsibility for library operations when assigned.
7. Work in cooperation with the Assistant Dean - Learning Resources to plan for future library needs.
8. Attend and participate in scheduled departmental meetings.
9. Participate in pertinent professional growth activities.
10. Perform other professional library duties agreed upon between the Assistant Dean and the Librarian.

Currently, there are five (5) speciality areas within the library. Librarians employed for these areas will function under the following job descriptions:

LIBRARIAN - COLLECTION DEVELOPMENT/ACQUISITIONS

The Librarian-Collection Development/Acquisitions is responsible to the Assistant Dean - Learning Resources.

Duties and Responsibilities

1. Assist the Assistant Dean in developing policies pertinent to the procurement of library materials.
2. Assume responsibility for Bradner Library collection development.
3. Work with faculty on the selection of books in specified subject areas as assigned by the Assistant Dean.
4. Oversee the acquisition and ordering of all designated library materials as assigned by the Assistant Dean.
5. Select and maintain a topical, pertinent vertical file collection of pamphlets and other materials.
6. Acquire and process peripheral collections such as corporate annual reports, college catalogs, income tax forms, telephone directories, maps, etc.
7. Serve a portion of each week as reference librarian under the direction of the Assistant Dean.
8. Participate in the pertinent activities of professional library associations.
9. Perform other professional duties in area of specialization as assigned by the Assistant Dean, and other professional library duties agreed upon between the Assistant Dean and the Librarian.

LIBRARIAN - INFORMATION SERVICES

The Librarian-Information Services is responsible to the Assistant Dean -Learning Resources.

Duties and Responsibilities

1. Assist the Assistant Dean - Learning Resources in developing policies related to the procurement and dissemination of online and database-related services.
2. Serve as System Administrator for the integrated library system and participate in its design, implementation and operation.
3. Coordinate and perform online searching functions for College library users and assist them as they do other types of database searching.

Librarian - Information Services (Cont'd.)

Duties and Responsibilities (cont'd.)

4. Assist College library users in accessing information by serving a portion of each week at the reference desk under the direction of the Assistant Dean.

5. Provide classroom orientation sessions and/or specific bibliographic instruction upon the request of instructors.

6. Select and maintain books and materials in specified subject areas in consultation with College faculty.

7. Maintain the reference collection by continuously selecting new and weeding out obsolete materials.

8. Assume responsibility for the gathering of specified building attendance and reference statistics needed to study patterns of library usage.

9. Participate in the pertinent activities of professional library association.

10. Perform other professional duties in area of specialization as assigned by the Assistant Dean, and other professional library duties agreed upon between the Assistant Dean and the Librarian.

LIBRARIAN - PERIODICALS & DOCUMENTS

The Librarian-Periodicals & Documents is responsible to the Assistant Dean - Learning Resources.

Duties and Responsibilities

1. Assume responsibility for the selection and weeding of periodicals, newspapers and government documents, cooperating with faculty in their respective fields.

2. Oversee the order, receipt and maintenance of periodicals and documents.

3. Maintain efficient records of the library's holdings of serial publications and government documents.

4. Assist the Assistant Dean in formulating library policies for the circulation of periodicals and documents.

Librarian - Periodicals & Documents (Cont'd.)

Duties & Responsibilities (cont'd.)

5. Submit the library's annual periodicals and documents purchase requirements to the Assistant Dean.

6. Oversee employees responsible for daily periodicals and documents operations.

7. Serve a portion of each week as reference librarian under the direction of the Assistant Dean.

8. Participate in the pertinent activities of professional library associations.

9. Assume responsibility for the coordination of the library's role in its depository documents cooperative agreements with other institutions.

10. Perform other professional duties in area of specialization as assigned by the Assistant Dean, and other professional library duties agreed upon between the Assistant Dean and the Librarian.

LIBRARIAN - RADCLIFF CENTER

The Radcliff Center librarian is a member of the College library staff reporting to the Assistant Dean - Learning Resources, but works in the Radcliff Center's Learning Resource Center under the direct supervision of Radcliff Administration.

Duties and Responsibilities

1. Assist students and faculty in accessing information in the LRC through the use of library materials and equipment.

2. Work with faculty in selecting books and other materials needed as resources for classes taught at the Center and forward purchasing requests to the Assistant Dean - Learning Resources for ordering in accordance with College library's purchasing policies.

3. Assume responsibility for the processing of books and other materials, for overseeing the typing and filing of catalog cards and the maintenance of the card catalog.

4. Submit recommendations for budget allowances for books, periodicals, supplies, equipment and other materials to the Assistant Dean - Learning Resources and to the Dean of College Centers.

5. Supervise LRC student aides and instruct them in their duties so that library policies and procedures are consistently carried out.

Librarian - Radcliff Center (Cont'd.)

Duties & Responsibilities (cont'd.)

6. Keep accurate statistics of library circulation of books, materials and equipment and make available reports of these to the Radcliff Center administrator and the Assistant Dean - Learning Resources.

7. Assume responsibility for the scheduling, circulation, maintenance and ordering of the Center's audio-visual and instructional equipment housed in the LRC.

8. Attend monthly College library staff meetings and meet with the Assistant Dean - Learning Resources.

9. Schedule hours of Radcliff Center Library operation in conjunction with the Dean of College Centers.

10. Participate in the pertinent activities of professional library organizations.

11. Perform other professional duties in area of specialization as assigned by the Assistant Dean - Learning Resources, and other professional library duties agreed upon between the Assistant Dean and the Librarian.

LIBRARIAN - TECHNICAL SERVICES

The Librarian-Technical Services is responsible to the Assistant Dean - Learning Resources.

1. Assist the Assistant Dean in developing policies pertinent to the classifying and cataloging of library materials.

2. Classify and catalog library materials as assigned by the Assistant Dean.

3. Build and maintain the machine-readable database for the online library system.

4. Assume responsibility for the maintenance of the card catalog under the guidance of the Assistant Dean.

5. Direct student assistants and other employees in the physical preparation and data entry of library materials.

6. Assume responsibility for book repair and for preparing books for binding and re-binding.

Librarian - Technical Services (Cont'd.)

Duties & Responsibilities (cont'd.)

7. Assist the Assistant Dean in preparing budget requests for cataloging and processing materials.

8. Serve a portion of each week as reference librarian under the direction of the Assistant Dean.

9. Be responsible for the selection of books in specific subject areas and work closely with faculty teaching in those areas.

10. Participate in the pertinent activities of professional library associations.

11. Perform other professional duties in area of specialization as assigned by the Assistant Dean, and other professional library duties as agreed upon between the Assistant Dean and the Librarian.

APPENDIX F

RELATED TRADES INSTRUCTION COORDINATOR/INSTRUCTOR

The RTI Coordinator/Instructor is responsible to the appropriate Assistant Dean/Director.

Duties & Responsibilities

A. Instructional duties and responsibilities are the same as for any instructor.

B. RTI Coordination Duties & Responsibilities:

Coordination portion of the RTI Coordinator/Instructor load will be equated to twelve (12) contact hours for the Fall and Winter Semesters. The balance of his/her forty-six (46) weeks of assigned duties shall consist entirely of coordination activities.

1. Maintain liaison with the Bureau of Apprenticeship, Department of Labor, labor unions, and industrial establishments in the community college operating district to promote and develop programs appropriate to the needs of the Related Instruction Program.
2. Conduct program and course advisement to service the needs of day and evening Related Trades Instruction students.
3. Assist with the registration of students in the Related Trades Instruction Program. Only during weeks when registration is conducted, time spent in excess of thirty-five (35) hours shall be compensated through the use of comp time. In calculating the hours during these weeks each instructional hour shall count as two (2)
4. Maintain the required records and reports.
5. Assist the Assistant Dean/Director in the preparation of reports pertaining to the Related Trades Instruction Program.
6. Maintain close communications with the Assistant Dean/Director to insure efficient direction and continued effectiveness of the Related Trades Instruction Program.

APPENDIX G

BMET INSTRUCTOR/COORDINATOR

The Biomedical Equipment Technologist Instructor/Coordinator is responsible to the appropriate Assistant Dean in the Applied Sciences Division. BMET coordination duties shall be paid for at an overload rate, in accordance with Article V, Section 2H for students over twelve (12)

Duties & Responsibilities

A. Instructional duties and responsibilities are the same as for any instructor.

B. BMET Coordination Duties & Responsibilities:

The coordination portion of the Biomedical Equipment Technologist Coordinator/Instructor's load will be equated to three (3) contact hours for the Fall and Winter semesters and four (4) contact hours in each of the Spring and Summer terms.

1. Maintain liaison with hospitals and service industries in southeastern Michigan and beyond to promote and develop the program for students.
2. Conduct program and course advisement to service the needs of day and evening BMET students.
3. Assist with the registration of students in the Biomedical Equipment Technologist program.
4. Maintain the required records and reports.
5. Assist the Assistant Dean in the preparation of reports pertaining to the Biomedical Equipment Technologist Program.
6. Maintain close communications with the Assistant Dean to insure efficient direction and continued effectiveness of the Biomedical Equipment Technologist Program.

CRIMINAL JUSTICE COORDINATOR/INSTRUCTOR

The Criminal Justice Coordinator/Instructor is responsible to the Assistant Dean of College Centers.

Duties and Responsibilities

A. Instructional Duties and Responsibilities.

The instructional duties and responsibilities are the same as for any instructor.

B. Coordination Duties and Responsibilities.

The coordination duties and responsibilities are described below.

1. Develop in-service seminars for law enforcement personnel.
2. Identify qualified instructors and recommend resource persons for in-service seminars.
3. Promote in-service seminars for law enforcement personnel.
4. Evaluate in-service seminars for law enforcement personnel.
5. Act as a liaison between Schoolcraft College, Radcliff Center and police chiefs, training officers and appropriate professional organizations.
6. Maintain the required records and reports.
7. Maintain close communication with the Assistant Dean to insure efficient direction and effectiveness of the law enforcement in-service program.
8. Do follow-up surveys with attendees in the in-service program and with traditional credit students.
9. In cooperation with the Assistant Dean, arrange, plan and conduct information sessions for students and potential students.
10. Coordinate in-service seminar development, instructor selection and scheduling of offerings with an advisory committee.

APPENDIX I

MEDICAL LABORATORY TECHNOLOGY COORDINATOR/INSTRUCTOR

The Medical Laboratory Technology Coordinator/Instructor is responsible to the appropriate Assistant Dean in the Applied Sciences Division.

Duties & Responsibilities

A. Instructional Duties & Responsibilities

The instructional duties and responsibilities are the same as for any instructor and include teaching MLT101 and MLT103 in the Fall Semester and teaching MLT102 and MLT104 in the Winter Semester and conducting the scheduled related instruction in conjunction with assigned clinical application courses, MLT105 and MLT106 in the Spring/Summer Session.

B. Coordination Duties & Responsibilities

The coordination duties and responsibilities are described below:

1. Evaluate and recommend appropriate sites for Medical Laboratory directed practice affiliation to the Assistant Dean.
2. Enlist the assistance of Medical Laboratory administrators as affiliation supervisors and conduct appropriate orientation sessions.
3. Develop the instructional directed practice assignments for use by affiliation supervisors.
4. Schedule all Medical Laboratory Technology students so that each student completes the required directed practice training.
5. Conduct coordinator-affiliation supervisor visitations for student evaluation.
6. Conduct coordinator-student conferences for evaluation and assistance in problem areas.
7. Act as liaison between Schoolcraft College and the National Association in the continuing of a high quality instructional program.
8. Maintain the required records and reports.
9. Maintain close communication with the Assistant Dean to insure efficient direction and continued effectiveness of the Medical Laboratory program.
10. Continue to develop the on-campus laboratory and assist the College with recruitment of students.
11. Have credentials on file with the appropriate National Association and represent the Medical Laboratory program in any subsequent accreditation survey.

The coordination duties and responsibilities shall be equated to four (4) hours in the Fall Semester and four (4) hours in the Winter Semester.

APPENDIX J

COOPERATIVE TRAINING COORDINATOR/INSTRUCTOR

The Cooperative Training Coordinator/Instructor is responsible to the appropriate Assistant Dean in the Applied Sciences Division.

Duties & Responsibilities

A. Instructional Duties & Responsibilities

The instructional duties and responsibilities are the same as for any instructor.

B. Coordination Duties & Responsibilities

The coordination duties and responsibilities are described below:

1. To coordinate cooperative training programs in the Business and Secretarial Departments of the Applied Science Division.
2. To recruit and select appropriate training stations. To visit industrial/business firms to provide employment and community service information.
3. To interview, select, and place cooperative training students. Visit area schools and work with the coordinators and counselors.
4. To conduct employer visitations for student evaluations.
5. To conduct student conferences for job improvement and evaluation.
6. To instruct Business Cooperative Training classes.
7. To provide special instruction, assignments, and projects to strengthen students' job performance.
8. To assist in full-time placement of Business Cooperative Training graduates.
9. To maintain necessary records and files.
10. To perform other professional duties as agreed upon by the Coordinator/Instructor and the Assistant Dean.
11. To meet the spirit and intent of the State Guidelines.
12. Coordinators are eligible to teach under a contract supplement in their area of competence subject to the department rotational agreement.

APPENDIX K

OCCUPATIONAL THERAPY ASSISTANT COORDINATOR/INSTRUCTOR

Occupational Therapy Assistant Coordinator/Instructor is responsible to the appropriate Administrator of the Radcliff Center.

Duties & Responsibilities

A. Instructional Duties & Responsibilities:

The instructional duties and responsibilities are the same as for any instructor.

B. Coordination Duties & Responsibilities:

The coordination duties and responsibilities are described below. They will be equated to six (6) hours in the Fall Semester and six (6) hours in the Winter Semester.

1. Evaluate and recommend appropriate hospital sites for occupational therapy directed practice affiliation to the Assistant Dean.
2. Enlist the assistance of hospital occupational therapy administrators as affiliation supervisors and conduct appropriate orientation sessions.
3. Develop the instructional directed practice assignments for use by affiliation supervisors.
4. Schedule all freshman and sophomore occupational therapy students on a rotation basis so that each student completes the required directed practice training in the various hospital sites.
5. Conduct coordinator-affiliation supervisor visitations for student evaluation after each rotation period.
6. Conduct coordinator-student conference for evaluation and assistance in problem areas.
7. As an occupational therapy administrator, act as liaison between Schoolcraft College and the Michigan Occupational Therapy Association in the continuing of a high-quality instructional program.
8. Maintain the required records and reports.
9. Maintain close communication with the Assistant Dean to insure efficient direction and continued effectiveness of the occupational therapy program.
10. Continue to develop the on-campus laboratory and assist the College with recruitment of students.
11. Have credentials on file with the Committee on Assistants of the Michigan Occupational Therapy Association and represent the Occupational Therapy Program in any subsequent accreditation survey.

APPENDIX L

MEDICAL RECORDS TECHNOLOGY COORDINATOR/INSTRUCTOR

The Medical Records Technology Coordinator/Instructor is responsible to the appropriate Administrator of the Radcliff Center.

Duties & Responsibilities:

A. Instructional Duties & Responsibilities:

The instructional duties and responsibilities are the same as for any instructor.

B. Coordination Duties & Responsibilities:

The coordination duties and responsibilities are described below. The coordination duties and responsibilities shall be equated to eight (8) hours in the Fall Semester and eight (8) hours in the Winter Semester. In addition, the coordinator/instructor shall receive a four (4) hour supplemental contract for either the Spring or Summer session.

1. Evaluate and recommend appropriate hospital sites for Medical Record directed practice affiliation to the Assistant Dean.
2. Enlist the assistance of hospital Medical Record Administrators as Affiliation Supervisors and conduct appropriate orientation sessions.
3. Develop the instructional directed practice assignments for use by Affiliation Supervisors.
4. Schedule all freshman and sophomore medical record students on a rotation basis so that each student completes the required directed practice training in the various hospital sites.
5. Conduct coordinator-affiliation supervisor visitations for student evaluation after each rotation period.
6. Conduct coordinator-student conferences for evaluation and assistance in problem areas.
7. As a Registered Record Administrator, act as liaison between Schoolcraft College and the American Medical Record Association in the continuing of a high-quality instructional program.
8. Maintain the required records and reports.
9. Maintain close communication with the Assistant Dean to insure efficient direction and continued effectiveness of the Medical Record Technology Program.
10. Continue to develop the on-campus laboratory and assist the College with recruitment of students during the regular thirty-six (36) week contractual period.
11. Have credentials on file with the Council on Medical Education of the A.M.A. and represent the Medical Record Technology Program in any subsequent accreditation program.

INSTRUCTOR/ACADEMIC OPTIONS COORDINATOR

APPENDIX M

The Instructor/Academic Options Coordinator is responsible to the appropriate Assistant Dean.

Duties and Responsibilities

A. Instructional Duties and Responsibilities are the same as for any instructor.

B. Coordination Duties and Responsibilities, when available, according to the guidelines listed in Paragraph C, are described below:

1. Interview prospective students and assess individual suitability for the Academic Options instructional method.
2. Recruit and arrange for faculty mentors as needed.
3. Work with each student to define the project topic and parameters before producing a mutually satisfactory "contract".
4. Submit reports to the appropriate Assistant Dean as per guidelines established by the Dean of Educational Services, based upon the project topic agreed upon; and in conjunction with the student and the appropriate faculty mentor, determine the proper credit hours to be granted.
5. Schedule, with the approval of the Assistant Dean, instructional sessions to best accommodate students enrolled.

C. Compensation:

Fall, 1988 - Reassigned time for coordination shall be equated to four (4) three credit courses (English Composition) for generating 130 or more credit hours.

Winter, 1989 - Reassigned time for coordination shall be equated to four (4) three credit courses (English Composition) for generating 135 or more credit hours; three (3) courses for 104-134 credit hours; two (2) courses for 71-103 hours; and one (1) course for 36-70 credit hours. Academic Options will not be offered when fewer than thirty-six (36) credit hours are generated.

Fall, 1989 and Thereafter - Reassigned time for coordination equated to four (4) three credit courses (English Composition) for generating 144 or more credit hours; three (3) courses for 108-143 credit hours; two (2) courses for 72-107 credit hours; and one (1) course for 36-71 credit hours. Academic Options will not be offered where fewer than thirty-six (36) credit hours are generated.

NOTE: The count as of the last day of Late Registration shall be the official enrollment number for purposes of calculating the Academic Options load.

APPENDIX N

INSTRUCTOR/ARTISTIC DIRECTOR OF THEATRE

The Instructor/Artistic Director of Theatre is responsible to the appropriate Assistant (Associate) Dean.

Duties & Responsibilities

A. Instructional Duties and Responsibilities:

Instructor - Communication Arts: Duties and responsibilities are the same as for any instructor.

The basic load, when combined with the Artistic Director of Theatre function, shall include twelve (12) hours of classroom assignment, six (6) for the Fall semester and six (6) for the Winter semester.

B. Artistic Director of Theatre:

The duties of the Artistic Director of Theatre are described below:

1. Select, schedule and arrange for the artistic and technical production and performance of two plays for each calendar year (September through August). The dates for plays shall be the result of mutual agreement between the faculty member and the appropriate administrator.
2. Arrange for all publicity, program production, casting and other ancillary activities necessary for the public performance of the play(s).
3. Attend all staff rehearsals and public performances of each play.
4. Arrange for cleaning up of facilities and storage of materials after each play.
5. Arrange for any and all financial responsibilities required by the theatre program.
6. Promote the theatre program within the community, school and local high schools

C. Compensation:

Artistic Director of Theatre shall be equated to a ten (10) hour course load reduction in the Fall and Winter Semesters. In addition a four (4) hour supplemental for the Summer Session and a two (2) hour supplemental for the Fall Semester shall be granted for script review, recruitment, set building, marketing and other ancillary duties.

APPENDIX O

LEARNING ASSISTANCE CENTER RESOURCE PERSON

The Learning Assistance Center Resource Person is responsible to the Director of Learning Assistance/Developmental Center.

Duties & Responsibilities:

1. Provide individualized instructional support in basic skills and monitor progress of students.
2. Provide special services for handicapped students.
3. Assist in developing training materials, scheduling and monitoring of peer tutoring program.
4. Provide presentations as requested, and organize the LAC instructional lab to effectively meet the faculty and student needs.
5. Assist in coordinating volunteer services in the laboratory.
6. Initiate comprehensive educational services.
7. Prepare evaluation reports as required.
8. Maintain liaison with appropriate college personnel and community agency personnel.
9. Provide testing services as necessary.
10. Develop and implement activities for community outreach for special needs students as assigned.
11. Perform other duties related to the above as assigned.

Minimum Acceptable Qualifications

1. Bachelor's Degree in Education or a related area.
2. Two years of experience in working with adult learners.
3. Ability to relate well with non-traditional students.

APPENDIX P

PART-TIME INSTRUCTOR

Duties & Responsibilities

Members of the faculty at Schoolcraft College designated by the title "Part-Time Instructor" are responsible to the appropriate Assistant Dean. The primary duty of the part-time instructor is to teach. The following responsibilities are considered significant:

1. Teach course(s) in accordance with the description published in the Catalog and Department Course Outline(s). It is recognized that the methods, procedures, and interpretations of various instructors may differ.
2. Make himself/herself available for student consultations.
3. Meet all scheduled classes, consultation hours, and final examinations as scheduled.
4. Attend and participate in all regularly scheduled part-time faculty meetings unless excused by the appropriate administrative officer or unless classes conflict.
5. Maintain attendance records of students and submit required reports to the Registrar's Office.
6. Prepare and submit grade reports on schedule to the appropriate administrator.
7. Submit to the Director of Counseling reports on each student who the faculty member believes is in need of counsel.
8. Assist the Assistant Dean in the maintenance of the laboratory and laboratory equipment used by the part-time instructor.
9. Present a written statement of the course criteria and grading policy to students during the first week of class.
10. Attendance at a scheduled orientation is required of all new part-time faculty. Where major curriculum or equipment changes are made, orientation and/or training may be necessary to maintain qualifications to teach.

Compensation: As described in Article XVI, Section 9.

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PART-TIME CLINICAL NURSING INSTRUCTOR

The part-time clinical nursing instructor is responsible to the appropriate Assistant Dean.

Duties & Responsibilities

The primary duty of the part-time clinical nursing instructor is to teach and supervise activities involved in clinical experiences.

The following responsibilities are considered significant:

1. The part-time clinical nursing instructor is expected to make student clinical assignments in his/her area and to teach and supervise activities during his/her assigned time in the health facility.
2. He/she is expected to assist full-time faculty in correcting patient care studies or other written work based on the students' clinical experience.
3. He/she will hold daily pre and post conferences with assigned students and will carry on a continuing evaluation of assigned students' clinical performance.
4. A written evaluation and conference regarding each student's performance will be held at the end of the experience.
5. Attendance at faculty meetings is expected when requested by the Assistant Dean and/or full-time nursing instructors.

Compensation:

Part-time clinical nursing instructors shall be issued contracts for a specific number of contact hours (or portions thereof) for each semester/session they are employed. Compensation as described in Article XVI, Section 9.

NOTE: Each part-time clinical instructor is obligated to participate in an introductory program as required by the clinical facility personnel or the appropriate administrator. Participation shall be compensated at one-half (1/2) the clock hour supplemental rate.

APPENDIX Q

PART-TIME EDUCATIONAL COUNSELOR - REGISTRATION PERIOD

The part-time Educational Counselor is responsible to the Director of Counseling.

Duties and Responsibilities:

1. Perform educational/academic counseling.
2. Develop and maintain knowledge of current college catalogs and course offerings.
3. Develop and maintain knowledge of transfer guide sheets and articulation agreements with other schools.
4. Develop and maintain knowledge of policy changes affecting graduation requirements.
5. Develop and maintain knowledge of previous Schoolcraft catalogs and degree requirements.
6. Interpret ASSET test scores and high school transcripts with regard to course placement
7. Refer students to other services on campus, including LAC, CPPC, Women's Resource Center, Financial Aids, Admissions, Registrar.
8. Refer students to full-time counselors for problems beyond their expertise, including graduating students, probationary students, previously dismissed students, foreign students, Veterans' benefits, and undecided students.
9. Develop and maintain awareness of reference materials in counseling conference room.

Qualifications: Master's Degree in Guidance/Counseling or a related field plus two (2) years counseling experience.

Compensation: Compensation shall be 80% of the current part-time counselor rate.

APPENDIX R

FACULTY REPRESENTATIVE

Faculty representatives shall be elected by a majority of the full-time members of the disciplines which they represent. The term of office of the faculty representatives shall be for one (1) year, commencing on the 15th of September. When a vacancy occurs, a replacement shall be elected for the remainder of this term. Vacancies may occur as a result of a resignation or by involuntary removal for non-performance of duties.

Duties & Responsibilities

1. Assist the appropriate administrator in determining general and/or specific qualifications for full-time faculty vacancies.
2. Serve on committees to screen applications to determine those meeting qualifications, participate in the interview process, and assist in making recommendations for faculty hires.
3. Assist in the probationary faculty member evaluation process.
4. Assist in the evaluation process for full-status faculty.
5. Review proposals for faculty re-assigned time as per Article V, Section 15A.
6. Participate on the Curriculum Instruction Committee as per Article VII.
7. Review with the designated administrator the salary track placement of prospective full-time faculty as per Article XII, Section 3C2.
8. Assist the appropriate administrator, when necessary, in determining that a retired full-time faculty is not qualified to teach as per Article XVI, Section 3C2.
9. Assist the appropriate Assistant Dean/Director with the following:
    a. Analysis of staff needs and recommendations concerning individuals to fill full-time vacancies and, when feasible, part-time vacancies;
    b. Formulation of recommendations to the Office of Instruction in the planning and equipping of facilities that may be utilized by the disciplines;
    c. Formulation of disciplines' budget requests; and,
    d. Cooperation in the formulation of and, when necessary, alteration of class schedules for the disciplines.
10. Conduct and/or participate in department meetings at least once a month.
11. Assist with the expedited part-time evaluations as per Article XVI, Section 5F.
12. Furnish the Assistant Dean/Director and appropriate administrator with recommendations regarding curriculum or course changes within the department prior to presentation to the Curriculum Instruction Committee.

Compensation Faculty Representatives shall be paid Four Hundred Dollars ($400) and an additional Thirty Dollars ($30) for each additional full-time faculty member assigned to his/her department.

Other related tasks requested and agreed to shall be paid for at one-half of the supplemental rate.

PROFESSIONAL EQUIVALENCY

For purposes of equivalency determination, "Licensed" includes "certified", "admitted", "registered", "certificated", or "commissioned".

Licensed shall be defined as compliance with a state or national act, statute, or procedure, and shall require not less than six (6) years of documented experience in appropriate discipline and/or equivalent degrees and successful passage of examination for issuance of license. Acquisition of the license shall be equivalent to the next horizontal placement at the existing step subject to the Limiting Factors below:

Limiting Factors

A. License shall be in the subject area currently being taught by the instructor.

B. The license shall remain current to retain the placement benefit. A copy of each license or subsequent renewal shall be submitted to the appropriate administrator in the Office of Instruction.

C. The appropriate administrator in the Office of Instruction shall review all professional equivalency petitions received, and in accordance with Article XII, Compensation, shall grant or deny professional equivalency to each of the petitioners.

D. The license obtained by an individual cannot be considered for advancement if that license was a necessary requirement to be employed by Schoolcraft College.

E. If the individual had received College monies to obtain that license, it shall not be considered for advancement.

F. As a limiting factor, for purposes of this Agreement, licenses from other states shall be considered for horizontal movement if the current Michigan Licensed Occupations manual specifies reciprocity.

G. Applications for this advancement may be used only and no placement will be awarded beyond the Master's level without a Bachelor's Degree.

H. No equivalency will be granted beyond a Master's + 30 track.

I. Teaching certificates will not be considered.

APPENDIX T

1988/89 INSTRUCTIONAL CALENDAR

FALL SEMESTER 1988

August 23,24	Tuesday, Wednesday	Faculty Professional Development Days & Meetings - All Faculty on Campus
August 25	Thursday	Classes Begin
September 5	Monday	Labor Day Observed - No Classes
September 6	Tuesday	Classes Resume
November 24,25,26,27	Thursday, Friday, Saturday, Sunday	Thanksgiving Recess - No Classes
November 28	Monday	Classes Resume
December 11	Sunday	Last Day of Classes
December 12,13,14,15,16 17 and 18	Monday,Tuesday,Wednesday,Thursday, Friday,Saturday,Sunday	Final Exams
December 19	Monday	Grades Due by Noon

WINTER SEMESTER 1989

January 6	Friday	Faculty Professional Development Day & Meetings All Faculty on Campus
January 9	Monday	Classes Begin
March 6,7,8,9,10,11,12	Monday through Sunday	Mid-Semester Break - No Classes
March 13	Monday	Classes Resume
April 30	Sunday	Last Day of Classes
May 1,2,3,4,5,6,7	Monday - Sunday	Final Exams
May 8	Monday	Grades Due by Noon

SPRING/SUMMER SESSION 1989

May 8	Monday	Twelve-Week Session Begins and Spring Session Begins
May 29	Monday	Memorial Day Observed - No Classes.
May 30	Tuesday	Classes Resume
July 3	Monday	Last Class for Spring Session
July 4	Tuesday	Independence Day Observed - No Classes.
July 5	Wednesday	Classes Resume for Twelve-Week Session. Grades Due by Noon for Spring Session. Classes begin for Summer Session.
August 1	Tuesday	Last Class Day for Twelve-Week Session.
August 2	Wednesday	Grades Due by Noon For Twelve-Week Session.
August 22	Tuesday	Last Class for Summer Session.
August 23	Wednesday	Grades Due by Noon for Summer Session.

NOTE: Classes missed on holidays will be made up at the convenience of the students and the faculty.

1989/90 INSTRUCTIONAL CALENDAR

FALL SEMESTER 1989

August 29,30	Tuesday, Wednesday	Faculty Professional Development Days & Meetings - All Faculty on Campus
August 31	Thursday	Classes Begin
September 4	Monday	Labor Day Observed - No Classes
September 5	Tuesday	Classes Resume
November 23,24,25,26	Thursday, Friday, Saturday, Sunday	Thanksgiving Recess - No Classes
November 27	Monday	Classes Resume
December 15	Friday	Last Day of Classes
December 16,17,18,19, 20 and 21	Saturday,Sunday, Monday,Tuesday, Wednesday,Thursday	Final Exams
December 22	Friday	Grades Due by Noon

WINTER SEMESTER 1990

January 5	Friday	Faculty Professional Development Day & Meetings All Faculty on Campus
January 6	Saturday	Classes Begin
March 3,4,5,6,7,8,9	Saturday,Sunday,Monday through Friday	Mid-Semester Break - No Classes
March 10	Saturday	Classes Resume
April 27	Friday	Last Day of Classes
April 28,29,30 & May 1,2, 3 and 4	Saturday,Sunday,Monday through Friday	Final Exams
May 7	Monday	Grades Due by Noon

SPRING/SUMMER SESSION 1990

May 7	Monday	Twelve-Week Session Begins and Spring Session Begins
May 28	Monday	Memorial Day Observed - No Classes.
May 29	Tuesday	Classes Resume
July 2	Monday	Last Class for Spring Session
July 3	Tuesday	Grades Due by Noon for Spring Session.
July 4	Wednesday	Independence Day -No Classes.
July 5	Thursday	Classes Resume for Twelve Week Session. Classes Begin for Summer Session.
July 27	Friday	Last Class Day for Twelve-Week Session.
July 30	Monday	Grades Due by Noon For Twelve-Week Session.
August 22	Wednesday	Last Class for Summer Session.
August 23	Thursday	Grades Due by Noon for Summer Session.

NOTE: Classes missed on holidays will be made up at the convenience of the students and the faculty.

APPENDIX T-2

1990-91 INSTRUCTIONAL CALENDAR

FALL SEMESTER 1990

August 28,29	Tuesday, Wednesday	Faculty Professional Development Days & Meetings - All Faculty on Campus
August 30	Thursday	Classes Begin
September 3	Monday	Labor Day Observed - No Classes
September 4	Tuesday	Classes Resume
November 22,23,24,25	Thursday, Friday, Saturday, Sunday	Thanksgiving Recess - No Classes
November 26	Monday	Classes Resume
December 14	Friday	Last Day of Classes
December 15,16,17,18, 19 and 20	Saturday,Sunday,Monday, Tuesday,Wednesday, Thursday	Final Exams
December 21	Friday	Grades Due by Noon

WINTER SEMESTER 1991

January 4	Friday	Faculty Professional Development Day & Meetings All Faculty on Campus
January 5	Saturday	Classes Begin
March 2,3,4,5,6,7,8	Saturday,Sunday,Monday through Friday	Mid-Semester Break - No Classes
March 9	Saturday	Classes Resume
April 26	Friday	Last Day of Classes
April 27,28,29,30,May 1, 2,and 3	Saturday,Sunday,Monday through Friday	Final Exams
May 6	Monday	Grades Due by Noon

SPRING/SUMMER SESSION 1991

May 6	Monday	Twelve-Week Session Begins and Spring Session Begins
May 27	Monday	Memorial Day Observed - No Classes.
May 28	Tuesday	Classes Resume
July 1	Monday	Last Class for Spring Session
July 2	Tuesday	Grades Due by Noon for Spring Session.
July 3	Wednesday	Summer Session Begins
July 4	Thursday	Independence Day -No Classes.
July 5	Friday	Classes Resume for Twelve Week Session.
July 29	Monday	Last Class Day for Twelve-Week Session.
July 30	Tuesday	Grades Due by Noon For Twelve-Week Session.
August 20	Tuesday	Last Class for Summer Session.
August 21	Wednesday	Grades Due by Noon for Summer Session.

NOTE: Classes missed on holidays will be made up at the convenience of the students and the faculty.

1991-92 INSTRUCTIONAL CALENDAR

APPENDIX T-3

FALL SEMESTER 1991

August 27,28	Tuesday, Wednesday	Faculty Professional Development Days & Meetings - All Faculty on Campus
August 29	Thursday	Classes Begin
September 2	Monday	Labor Day Observed - No Classes
September 3	Tuesday	Classes Resume
November 28,29,30 & December 1	Thursday, Friday, Saturday, Sunday	Thanksgiving Recess - No Classes
December 2	Monday	Classes Resume
December 15	Sunday	Last Day of Classes
December 16,17,18,19,20, 21 and 22	Monday, Tuesday,Wednesday,Thursday,Friday, Saturday,Sunday	Final Exams
December 23	Monday	Grades Due by Noon

WINTER SEMESTER 1992

January 10	Friday	Faculty Professional Development Day & Meetings All Faculty on Campus
January 11	Saturday	Classes Begin
March 7,8,9 10,11,12,13	Saturday,Sunday,Monday through Friday	Mid-Semester Break - No Classes
March 14	Saturday	Classes Resume
April 30	Thursday	Last Day of Classes
May 1,2,3,4,5,6,7	Friday,Saturday,Sunday, Monday through Thursday	Final Exams
May 8	Friday	Grades Due by Noon

SPRING/SUMMER SESSION 1992

May 11	Monday	Twelve-Week Session Begins and Spring Session Begins
May 25	Monday	Memorial Day Observed - No Classes.
May 26	Tuesday	Classes Resume
July 2	Thursday	Last Class for Spring Session
July 3	Friday	Independence Day observed - No Classes.
July 6	Monday	Grades Due by Noon for Spring Session. Classes Resume for Twelve Week Session.
July 6	Monday	Summer Session Begins
July 31	Friday	Last Class Day for Twelver-Week Session.
August 3	Monday	Grades Due by Noon for Twelve-Week Session.
August 20	Thursday	Last Class for Summer Session.
August 21	Friday	Grades Due by Noon for Summer Session.

NOTE: Classes missed on holidays will be made up at the convenience of the students and the faculty.

Television APPENDIX U

LETTER OF UNDERSTANDING

For the duration of the Faculty Master Agreement, the following experimental conditions shall be in effect regarding television classes:

1. No faculty member shall be required to teach a television course unless it is necessary to make a basic load;
2. Television classes shall be taught as supplemental classes except as provided above in (1);
3. The practice of departmental review and approval of the appropriateness of a proposed television offering shall be continued;
4. The class size limit of thirty-one shall not be exceeded unless the "break even point" for the class exceeds thirty-one students, and if so, class size shall be limited to the "break even point";
5. The "break even point" shall be calculated using the direct revenue (tuition and course fee) and direct costs (instructor's salary, instructor's retirement, television time cost, and cost of the course materials).

Prior to receiving an assignment of a television course, a mandatory orientation session must be attended by the faculty member.

FOR THE FACULTY FORUM: FOR THE COLLEGE:

APPENDIX V

Fringe Benefits Documentation Reference:

LETTER OF UNDERSTANDING

It is agreed by the parties that as soon as the new Certificates and Booklets for the appropriate insurance coverages are available, a reference document citing these Certificates and Booklets will be developed to serve as documentation of current benefits coverage.

FOR THE FORUM:	FOR THE ADMINISTRATION:
______________________	______________________
______________________	______________________

APPENDIX W

MEMORANDUM OF UNDERSTANDING

Should a Coordinator/Instructor have a problem regarding either the duties to be performed or the amount of time spent in the fulfillment of those duties, as defined in this Agreement, that Coordinator/Instructor should first raise the issue with the appropriate administrator.

If the Coordinator/Instructor and the Administrator cannot resolve the matter, the Coordinator/Instructor may request the initiation of a job study. Such request should be made to the Chief Negotiator of the Faculty Forum or his/her designee.

The Chief Negotiator or his/her designee shall meet with the Manager of Personnel Services or his/her designee to design the study. The data for the study will be collected and supplied by the affected individual(s) as directed by the study design.

Based upon the data collected, the negotiators or their designees shall attempt to resolve the issue(s) presented. Failure to do so will result in the matter being brought to the table during the next contract negotiations.

FOR THE COLLEGE

FOR THE FACULTY FORUM

APPENDIX X

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FACULTY FORUM OF SCHOOLCRAFT COLLEGE
AND
SCHOOLCRAFT COLLEGE

It is mutually agreed that for the Fall, 1988, Winter, 1989, and Fall 1989 semesters, the equivalent of three (3) hours of supplemental pay shall be granted to the Instructor/Academic Options Coordinator for marketing the Academic Options program, provided there were enough credit hours generated in the preceding semester to allow it to be offered (greater than 36).

During the Fall, 1988 semester a discussion will be conducted between the Dean of Educational Services, the Assistant Dean - Learning Resources and the Instructor/Academic Options Coordinator to clarify the goals, expectations and desired marketing for the Academic Options. A record of this discussion shall be kept for reference by all concerned.

FOR THE UNION	FOR THE COLLEGE
______________________	______________________
Date: ____________	Date: ____________

APPENDIX Y

MEMORANDUM OF UNDERSTANDING

It is mutually agreed that the Faculty Forum will agree to withdraw its grievance against the administration concerning the hiring of a librarian for thirty-six (36) weeks and requiring weekend duties as part of the basic load. The withdrawal of the grievance will be without prejudice to the Forum's position.

It is further agreed to grandfather the librarians hired prior to August 23, 1988 to the terms of their employment existing prior to that date, i.e., either forty-six (46) weeks of assigned duties in a fifty-two (52) week period or thirty-three (33) weeks (165 days) in a thirty-six (36) week Instructional College Year; and whose duties were assigned from Monday through Friday or whose duties included weekends as their basic load.

It is further agreed that the last librarian position filled prior to August 23, 1988 shall include weekend duties and be for a thirty-six (36) week College Instructional Year.

FOR THE FACULTY FORUM	FOR THE COLLEGE
____________________	____________________
Date: __________	Date: __________

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APPENDIX Z

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FACULTY FORUM OF SCHOOLCRAFT COLLEGE
AND
SCHOOLCRAFT COLLEGE

It is mutually agreed that the positions of Learning Assistance Center Coordinator, Student Activities Coordinator, Automotive Service Management Instructor and the Nursing Education Coordinator/Instructor shall be removed from the faculty collective bargaining agreement.

It is further agreed that the specific titles above shall not be used by Schoolcraft College for the duration of the labor agreement dated August 24, 1988; however, other positions may require coordination duties.

FOR THE FACULTY FORUM	FOR THE COLLEGE
______________________	______________________
Date: ____________	Date: ____________

AGREEMENT

between the

SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION

and

GLEN OAKS COMMUNITY COLLEGE BOARD OF TRUSTEES

1988-1991

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ARTICLE I

Recognition

A. 1. This Agreement, effective the 1st day of September 1986, is entered into between the Board of Trustees of Glen Oaks Community College, hereinafter "Board" and the Southwestern Michigan Education Association, hereinafter the "SMEA", and its respective affiliate, the Glen Oaks Community College Faculty Senate, hereinafter "Faculty Senate", affiliated with the Michigan Education Association, MEA, and the National Education Association, NEA.

2. The Board recognizes the SMEA as the sole and exclusive bargaining agent for all full-time teaching faculty including counselors and professional library employees but excluding all supervisory personnel and other support staff employees.

3. All members of the bargaining unit shall hereinafter be referred to as "professors" unless otherwise specifically noted.

B. The Senate agrees to maintain its eligibility to represent all professors by continuing to admit persons to membership without discrimination if they qualify under the definition described in Article I, Section A.

C. Membership in the Glen Oaks Faculty Senate is not compulsory and no professor(s) shall be required to join the Senate. However, because the Faculty Senate provides a negotiating service and maintenance of contract service to all professors covered by the Agreement, the professor(s) electing not to join the Faculty Senate will be expected to pay an annual service fee to the Faculty Senate. The service fee is determined annually by majority vote of the Senate membership and effective the beginning of the fall semester. The assessment of this fee will be made on an annual basis for the duration of this Agreement.

D. This Agreement shall supersede any existing rules, regulations, or practices of the Board or administration which shall be contrary to or inconsistent with its terms. Neither the Board nor the Faculty Senate shall make changes in this Agreement except after good faith negotiation and agreement between the Board and Senate.

ARTICLE II

Board of Trustees Relationship

A. The Board shall make available to the Senate, upon its reasonable request, and within three (3) weeks thereafter, such nonconfidential statistics and financial information, related to Glen Oaks Community College and in possession of the Board, as are necessary for negotiation of collective bargaining agreements.

It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested that are not already compiled in that form unless mutually agreeable.

B. The President of the Senate shall be furnished with a copy of the Agenda of each public meeting of the Board with all the normal nonconfidential attachments at the time regular distribution is made.

C. The President of the Senate shall be furnished with a copy of the unapproved and approved minutes of each public meeting of the Board at the same time regular distribution is made.

D. Items requested by any professor(s) represented by the Faculty Senate will be entitled to appear on the Board agenda. Said professors may discuss, if they so choose, the agenda items with the Board. In particular, the Senate shall be given the opportunity to advise the Board with respect to any major revision of educational policy and construction programs, when pertinent to the quality of instruction, prior to their adoption and/or general publication. Acceptance for discussion of items requested by professors and appearance before the Board will be in accordance with the following procedures:

1. Prior to the item's adoption on the Board agenda, the professor(s) will discuss the issue with the appropriate administrator(s).

2. The professor(s) will document in writing summaries of discussions with appropriate administrator(s) which show the College President that a concerted effort has been made to resolve differences before the item is accepted for the Board agenda. Once the College President receives documentation, items presented by the professor(s) shall be accepted for the Board agenda provided written notification is submitted to the College President by noon on Wednesday the week preceding a regularly scheduled meeting.

3. It is understood that items requested by the professor(s) and ensuing discussion with the Board in no way obligates the Board, or abridges its rights, in final decisions affecting revisions of educational policy and/or construction programs. The role of the Senate is limited to advisement. However, it is understood the failure to grant the professor(s) hearing for presentment of considered opinion in these matters is a violation of this

Agreement, recourse for which is described by and limited to the Grievance Procedure (Article XI).

4. Appearance before the Board by professor(s) represented by the Faculty Senate is not to be construed as representation of recommendations on educational policy and/or construction programs determined jointly by the several agents constituting the College Forum.

   Likewise, procedures outlined in this section of the Agreement (except as qualified in Article II, Section D-3) preclude appearance before the Board on items of wages, hours, or working conditions inasmuch as such items appear before the Board only in conjunction with the provisions and procedures outlined in Article XI.

E. The Senate will be permitted to make use of school facilities and equipment including typewriters, duplicating equipment, calculating machines, and all other types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Equipment shall not be removed from the premises without agreement of the administrator responsible for such equipment.

F. The Faculty bulletin boards and other media of teacher communication for official college business may be used by the Faculty Senate, provided that all Senate materials are clearly identified as such and the Senate assumes all responsibility for such materials.

G. The Board of Trustees of the district in its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all rights, power, authorities, duties, and responsibilities conferred upon Michigan and the statutes and the Constitution of the United States of America. These rights and responsibilities within the context and stipulations of this Agreement shall include items such as the following:

   1. The executive management and regulation of the district and its properties, facilities, programs, and employees which include:

      a. Establishment and maintenance of educational policy.

      b. The construction or acquisition and maintenance of building and equipment.

      c. Final decision on establishing individual courses and programs of instruction including special programs.

      d. Keeping the college buildings, equipment, and instructional equipment in good repair and furnishing materials, equipment, and non-teaching services for conducting the college properly.

   2. The hiring, retaining, paying, promoting, and dismissing of the employees represented by the Faculty Senate.

The exercise of these rights, powers, authorities, duties, and responsibilities by the district and the adoption of such rules, regulations, and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions, and the Board or administrative agent shall be free to exercise all such rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement.

H. In matters related directly to instruction which affect the ongoing education programs of the college, professors shall have an opportunity to advise the appropriate administrator(s) on the following items:

1. Course scheduling.

2. Course evaluation procedure.

3. Course addition, deletion, and revision.

4. Materials and supplies budgets.

5. Equipment purchases and budgets.

6. Rental budgets.

7. Maintenance and repair of instructional equipment budgets.

8. Travel budgets and requests to attend conferences appropriate to subject matter taught and membership in recognized professional organizations which enhance the image and purpose of the College.

9. Setting up advisory committees for technical programs.

I. The Board agrees to make ten monthly regular deductions (September through June) from the salary of any professor who shall furnish proper authorization by signature for the payment of the annual assessment by the Glen Oaks Faculty Senate and to forward promptly such monies to the Treasurer of the Glen Oaks Faculty Senate.

J. In addition to required Federal and State of Michigan deductions from payroll, the Board agrees to make regular payroll deductions from the regular salary checks of any professor who provides written authorization for the following:

1. Federal reserve insured banks and savings and loan institutions in St. Joseph County, Michigan, who are willing to participate in a payroll deduction plan. Employees represented by the Faculty Senate may select any one of the participating banks or savings and loan institutions.

2. School Employees Credit Union, home office, Kalamazoo, Michigan, is duly recognized as having credit union authority in the District.

3. Any United Fund campaign operated within St. Joseph County, Michigan.

Procedures for acquiring payroll deduction service are as follows:

1. The professor must advise the college Business Manager or his designee of the request for authorized deduction(s) two weeks in advance of the beginning pay date for the deduction(s).

2. The professor must advise the college Business Manager or his designee of decision to terminate payroll deduction(s) two weeks in advance of the termination pay date for the deduction(s).

K. It is contemplated that terms and conditions of employment provided in this Agreement in writing shall remain in effect until the expiration of this Agreement unless altered by mutual agreement in writing between the parties. If it is agreed mutually by the Faculty Senate and the Board of Trustees or its administrative agent that matters of vital mutual concern should be discussed on behalf of public interest, then the parties to this Agreement will accordingly undertake to cooperate in arranging meetings, selecting representatives for discussing, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

ARTICLE III

Conditions of Employment

A. All notices of faculty vacancies shall originate from the College President. First consideration shall be given existing faculty and staff to fill any and all teaching vacancies. Notice of all vacancies shall be distributed to all professors. The College President may recommend existing faculty and staff to fill vacancies, but not without having made a 30-day prior notice of vacancy available to all professors. These notices shall detail position open, qualifications required, and salary range. Except that in the event a vacancy occurs which must be filled in less than 30 days, the period of required notice may be accordingly reduced by the College President, but in any case shall not be less than five (5) days, and that the reduced time shall be called to the attention of the President of the Glen Oaks Community College Faculty Senate prior to posting.

B. Each professor who shall be offered a letter of appointment for a position at Glen Oaks Community College shall be provided with a copy of this Agreement. The letter of appointment shall state the title of the position.

C. When an professor speaks or writes as a citizen outside of the classroom, he shall be free from administrative and institutional censorship and discipline. The professor bears the responsibility for and shall clarify the fact that he speaks or writes as an individual and not on behalf of the college.

D. The freedom to explore and to discuss ideas and issues, either accepted or controversial, is the right of each professor at Glen Oaks. The criteria for such freedom is that of seeking improved knowledge and understanding of ideas and issues so that all participants in such discussions may judge the presented material with maturity and competence. In keeping with the stated goals of the college, accepted or controversial ideas and issues may be explored with the following guidelines in mind:

   1. Using method of critical thinking for problem solving and for discriminating among values.

   2. Showing a clear connection with the purposes and objectives of the course.

   3. Presenting available materials on all sides of an issue or idea.

E. Instructors shall be entitled to those full rights of citizenship stated in the Constitution of the United States and its ratified amendments. Ordinarily, the private life of any professor is not within the appropriate concern or attention of the Board unless it becomes detrimental to his effectiveness as an professor or is detrimental to the standing of the college in the community. If such detrimental behavior should occur, an professor may be subject to disciplinary procedures stated in the Agreement and specific Board policies as long as such procedures and policies neither violate nor abridge his constitutional rights.

Furthermore, no religious, political, or community activities or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of any professor. However, professors shall not conduct religious or political proselytizing on the Glen Oaks campus or other places where Glen Oaks professors are assigned to carry out the ongoing programs and curricula of the College.

F. It is understood that during the course of negotiations, neither the faculty nor the Board of Trustees nor its administrative agent will cause any interruption in the normal educational programs of the college for the purpose of discussing current negotiations between the Glen Oaks Faculty Senate and the Glen Oaks Board of Trustees.

ARTICLE IV

Continuity of Employment

A. Probation

1. Newly employed professors shall be placed on probationary status for three (3) years. Ordinarily, the beginning of a probationary period coincides with the beginning of the academic calendar; full-time professors starting their contractual duties after the beginning date of the academic calendar shall be allowed to apply that calendar year as one full year toward the completion of the required three-year probationary period. However, the probationary status may be extended for any professor who does not meet the minimum requirements, if applicable, set by a State of Michigan agency, for his or her teaching assignment. The probationary status of each professor shall be extended as long as he or she progresses toward full approval, and at a rate approved by the college. When minimum requirements set by the college have been satisfied, the professor shall be advanced to continuing contract if the three-year probationary period has been satisfied.

2. The performance of all probationary professors shall be evaluated in writing by the Dean of Instruction or his designee and shall include at least one (1) evaluation each semester during the probationary period with a copy of the report sent to the professor and with a scheduled conference to discuss the evaluation. Evaluations will be based on observations in classrooms, laboratories, and other assigned stations where instruction is performed. Observations may be announced or unannounced. In the case of announced intention by the Dean of Instruction or his designee to observe and evaluate an professor, procedures shall include at least the following:

    a. One advance meeting to discuss the professor's specific goals for the observed class period.

    b. One class hour of observation to witness the implementation of those goals.

    c. One meeting after the observation to discuss the success or failure of the professor to meet those goals.

    d. A written summary of the observation shall be provided to the professor and the professor shall have the opportunity to discuss this written observation with the evaluator.

    e. The professor shall have the right to reply in writing to the observer's written summary.

f. Classroom observations will not be scheduled during written final examinations except with the agreement of the professor.

An unannounced visit shall include procedures "b" through "e" above.

3. If the designated administrative observer feels a particular professor is sufficiently weak in his teaching, or his actions appear to be in conflict with established policies and procedures of Glen Oaks Community College, then the case shall be presented to an Evaluating Committee consisting of:

   a. One representative to be appointed by the original administrative observer.

   b. One representative to be appointed by the Faculty Senate.

   c. One representative to be appointed by the professor being observed.

   The professor being evaluated and the original administrative evaluator cannot appoint themselves as members of the Evaluating Committee. The Evaluating Committee will consider the case in question and formulate an opinion of the committee which shall be transmitted to the original evaluator within ten (10) working days from the time the committee was notified.

4. If a probationary professor is to be dismissed, he shall be notified in writing by the President of the College or his designee with the reason(s) for the action no later than April 15. At his or her request, the professor shall be granted a review of the decision with the administrative observer and/or the President of the College. The professor will at this time also be given a hearing with the Board of Trustees if a hearing is requested by the professor. Failure to send the above written statement by April 15 shall be considered as conclusive evidence that the professor's work is satisfactory and said probationary professor shall be employed for the ensuing year. If procedures in Article IV, Section A-1, 2, and 3 have been followed, denial of extension of probation or advancement to continuing contract and resulting termination of contract shall be excluded from the grievance procedure.

5. During the probationary period, regular increments as specified in the salary schedule, Appendix A, will be obtained.

6. Ordinarily, part-time employment shall not be considered as part of the probationary period; however, the Administration may recommend to the Board of Trustees that successful part-time teaching, previous experience, and/or outstanding institutional contribution be ground(s) for shortening the probationary period.

B. Continuing Contract

Having satisfactorily completed the probationary period, the professor shall be advanced to continuing contract appointment. Continuing contract shall remain in force with annual agreements regarding status and salary, and professors holding continuing contracts shall not be demoted from salary, step or level, or duty. The performance of all continuing contract professors may be monitored by the Dean of Instruction or his designee. This will include classroom observations as described in Article IV, Section A, 2 a-f. Said professors will hold continuing contract until resignation, retirement, or dismissal for reasonable cause. Reasonable cause shall include the following:

1. Falsification of information on employment application.
2. Failure to perform contractual duties.
3. Classroom subject matter incompetency.
4. Criminal conduct as stipulated in Article IV, D of this agreement.

C. An professor whose actions appear to be in conflict with established policies and procedures of Glen Oaks Community College may be dismissed under the following procedure:

1. The Dean of Instruction shall give the professor a written evaluation of the professor's performance. Said evaluation shall include the following:
    a. Specified statement of ground for dismissal charges.
    b. Evidence of reasonable cause for invoking the dismissal procedure.
    c. Recommended corrections, with a specified amount of time during which the professor is to accomplish the recommended corrections.
2. If the above procedure does not give satisfactory results, the professor will then be given an evaluation of his performance in writing by the College President. A time specified by the College President will be given the professor to make recommended corrections.
3. If the professor does not make satisfactory corrections, as outlined above, the College President will then give the professor, in writing, the requirements necessary to maintain his appointment status. The professor will, at this time, be given a hearing with the Board of Trustees, if a hearing is requested by the professor.
4. The College President may make recommendations to the Board of Trustees regarding the appointment status of the professor.
5. Action by the Board of Trustees, individually or collectively, detrimental to the appointment status of an professor shall be taken only after a written recommendation from the College President.

6. An professor whose current appointment is to be terminated will be notified by the College President prior to March 1. Notification will be by registered mail.

7. The right of due process in matters of dismissal is defined by Article XI of this Agreement.

8. The right of an professor to terminate his appointment by resignation shall not be abridged by the above dismissal procedure.

D. Suspension and/or Dismissal of Faculty for Reason of Criminal Conduct.

The College President, upon presentation of substantial evidence, may summarily suspend an professor if the professor is legally charged with any felony(ies) or high misdemeanor(s) punishable by the courts. The professor shall be notified by registered mail of the charges and evidence of the charges that have been made against him. Having received notice of charges by registered mail, the professor shall be entitled to review the available evidence affecting the case with the College President. If an professor has been suspended and is subsequently found to be not guilty of the charges against him, then such professor will be promptly reinstated, and will be fully compensated for all salary and any adjustments on the salary schedule which would otherwise have been received during the period of suspension.

An professor found guilty of any felony(ies) or high misdemeanor(s) is subject to dismissal by the Board of Trustees upon recommendation of the College President. In cases of recommended dismissal, said professor is entitled to an appearance before the Board. The final dismissal decision is not grievable under Grievance Procedure, Article XI.

ARTICLE V

Staff Reduction

A. No professor shall be demoted from level, step, or salary because of insufficient funds. Ordinarily, no non-teaching assignment shall be made during the duration of the professor's annual contract period unless it is made with his consent. In cases, however, when a lack of enrollment results in less than a full-time teaching assignment in his qualified teaching areas, possible alternate assignments may be discussed with the professor.

B. Whenever it is necessary to decrease the size of the instructional staff because of insufficient funds or substantial and actual decrease of student population, the College President, having previously consulted and discussed with the Faculty Senate by April 15, may recommend to the Board, that it cause the necessary number of professors in the affected subject area, beginning with those serving probationary periods, to be placed on leave of absence, without pay, but only in inverse order of seniority as defined in paragraph D hereof. It is hereby expressly understood that if a public or private funding agency reduces or discontinues the funding of full-time, temporary professorships, any action taken by the district which results in termination of full-time employment of said professors is not subject to the grievance procedure if done in accordance with Article V, Section B of the Master Agreement. While this public or private funding continues, these full-time professors will receive all benefits of the Master Contract guaranteed the full-time teaching employees of Glen Oaks Community College.

It is expressly understood that all those faculty funded through a public or private funding agency who are moved to continuing contract appointments, are to remain known as full-time temporary professorships, subject to dismissal immediately upon termination of such funding, and not subject to the grievance procedure.

1. When circumstances shall be appropriate, each professor placed on leave of absence as aforementioned shall be reinstated in inverse order of this placement on leave of absence.

2. Such re-employment shall not result in loss of status or credit for previous years of service.

3. No new appointments shall be made within two (2) years while there are available professors on leave of absence and who are adequately qualified to fill the vacancies unless such professors shall fail to advise the College President within fifteen days (15) from date of notification by the College President of positions available.

C. Summer school is excluded from the above procedure for staff reduction.

D. For the purposes of staff reduction, the term "seniority" shall be defined as the length of service of an professor commencing with the first day of actual work. If there are two (2) or more professors who have a same first day of actual work, the date of their letter of appointment shall be considered the first date of work for staff reduction purposes. If there are two (2) or more employees who have a same first day of actual work and a same date of letter of appointment, the College President shall decide the professor which shall be laid off based upon the College's educational needs, the relative education of the competing professors, and the teaching experience of the competing professors.

E. All employees who leave the bargaining unit and return to the bargaining unit shall receive credit for the previous seniority which was accumulated within the bargaining unit.

ARTICLE VI

Teaching Facilities

It is recognized that the availability of optimum college facilities for both students and professors is desirable to ensure the high quality of instruction and other services which are the goal of both professors and the Board. It is also acknowledged that the primary responsibility of the professor is to teach, and that the organization of the college and the college day, as well as the college facilities, should be directed toward ensuring that the energy of the professor is primarily directed to this end.

A. The Board shall provide each professor with ample office space and all equipment which is necessary to carry out instructional preparation, professional proficiency, and student consultation, subject to budget limitations. The objective is the one-professor office.

B. The Board shall provide at no charge a year-round, well-maintained, lighted, and supervised parking lot which the professors may use. Parking privileges of the professors will be the same as members of the administration.

C. The Board shall provide a lounge for the use of the employees and their guests.

D. Professional secretarial service shall be provided for the professors.

E. Classrooms shall be well-equipped, well-lighted, and shall not be assigned without regard to sufficient space allotment. In certain lab situations (science and technology), the minimum requirements for student safety should be followed when determining the number of students for any allocated room space.

ARTICLE VII

Summer and Extra-Contractual Teaching

A. Summer Teaching

1. All professors employed for summer assignments shall be paid 1/59 of their current salary on Appendix A per equated credit hour taught.

2. The prime consideration for summer session assignments of professors shall be the academic qualifications of the professor. The second criterion shall be the length of time since an professor has taught the particular course. The professor with most recent preferred assignment shall have the least priority.

B. Extra-Contractual Teaching

1. Extra-contractual teaching shall be a teaching assignment for which the professor shall receive extra compensation, under Appendix B, and shall not be covered in the normal job description of an professor. This will include all continuing education courses.

   In the event an extra-contractual assignment is made as part of a regular contract on original hire, then that assignment shall be removed from this article and treated as part of full-time employment. In all cases, evaluation of jobs under Appendix C will be based on events and activities within control of the professor.

2. Each professor shall have the right to accept or to reject at his option any and all extra-contractual assignments. The Board shall not obligate an professor to assume an extra-contractual assignment without prior written consent of the professor involved, nor shall the Board or any administrator impose a condition on any individual that his contract or promotion is contingent upon his willingness to accept an extra-contractual assignment.

3. Extra-contractual duties are to be granted in separate contracts.

4. Instructors shall not be expected to perform any extra-contractual assignment until they have received and accepted an appropriate separate written contract for such assignment.

5. The performance of teaching overloads and/or salaried or released time assignments scheduled in Appendix C may be evaluated by the Dean of Instruction or his designee. The performance of extra-contractual duties scheduled in Appendix B shall not be considered in the evaluation of an professor's standing as a full-time professor.

ARTICLE VIII

Professional Compensation

A. The basic salaries of the professors covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

B. The academic year shall be extended to 181 working days. It is intended that the one day be used for classroom instruction during the interim. The salary schedule is based upon forty (40) work weeks within any forty-one (41) consecutive weeks, starting on or about the first day of September of each year. During the forty (40) work weeks there will be 181 working days and twenty (20) paid holidays and/or vacation days including the following specific holidays if they fall within the forty (40) work week period:

Labor Day	1 day
Thanksgiving	1 day
Day after Thanksgiving	1 day
Christmas (Dec. 24 & 25)	2 days
New Year's (Jan. 1 & 2)	2 days
Good Friday	1 day
Memorial Day	1 day

In addition to the above holidays, a portion of the twenty (20) holiday and/or vacation days will be scheduled to provide an uninterrupted vacation between the Christmas and New Year's holidays. A work week shall be defined as a period of five working days and shall ordinarily exclude Saturdays and Sundays. When mutually agreed between an professor and the administration, instruction may be scheduled for Saturdays and/or Sundays; however, no schedule shall include six (6) consecutive days of instruction or presence on campus. Special programs and offerings requiring special scheduling throughout the week shall be arranged by mutual consent between the professor and the administration. The faculty shall have the opportunity to advise the Board and Administration on the establishment of the college calendar. The college calendar shall be printed and distributed to the faculty a minimum of thirty (30) days before the beginning of the Fall Semester.

The parties agree that a committee may be established to investigate the changing of the academic year. Said committee will review the academic year in terms of length of semester, total number of working days, etc. Any alterations agreed upon by both parties shall become an addendum to the Agreement and shall be implemented upon agreement."

C. All newly employed professors shall be given experience credit on the salary schedule as set forth in Appendix A for previous related employment. The experience to be credited shall be at the discretion of the employer.

D. No presently employed professor shall have their level or step reduced from their present position. All college credit courses pertaining to level advancement shall be in the professor's specialty area or prior approval by the Compensation Evaluation Committee.

Level One	Bachelor's degree or equivalent technical, industrial, or professional training.
Level Two	This level may be obtained by earning the following semester hours of credit beyond the date of attainment of the Bachelor's degree: 1. Fifteen (15) semester hours beyond the Bachelor's degree. 2. Fifteen (15) semester hours of equated, technical, industrial, or professional workshops and institutes. 3. Any combination of 1 and 2 above.
Level Three	This level may be obtained by earning the following: 1. Master's degree. 2. Fifteen (15) semester hours or more of graduate level credit beyond the attainment of the Bachelor's degree and one of the following: a. Fifteen (15) equated semester hours of technical, industrial, or professional workshops or institutes. b. Fifteen (15) semester hours of college credit awarded following attainment of the Bachelor's degree. c. A combination of fifteen (15) semester hours from a and b above.
Level Four	This level may be obtained by earning the following semester hours of credit beyond the date of attainment of the Master's degree: 1. Fifteen (15) semester hours of college graduate credit. 2. Fifteen (15) semester hours of equated technical, industrial, or professional workshops and institutes. 3. A combination of fifteen (15) semester hours from 1 and 2 above.
Level Five	This level may be obtained by earning either of the following: 1. Sixty (60) semester hours beyond the date of attainment of the Bachelor's degree culminating with a Specialist's degree or Master of Fine Arts degree. 2. Thirty (30) semester hours of college graduate credit beyond the date of attainment of the Master's degree of which fifteen (15) semester hours may be equated technical, industrial, or professional workshops and institutes.

Level Six This level may be obtained by earning either one of the following:

1. Fifteen (15) semester hours of graduate credit beyond the date of attainment of the M.F.A. or Specialist's degree.
2. Forty-five (45) semester hours of graduate credit beyond the date of attainment of the Master's degree.
3. Forty-five (45) semester hours of graduate credit beyond the date of attainment of the Master's degree of which fifteen (15) may be equated technical, industrial, or professional workshops and institutes as approved by the Vice President for Academic Affairs before enrollment.

Level Seven This level may be obtained by one of the following:

1. Thirty (30) semester hours of graduate credit beyond the date of attainment of the M.F.A. or Specialist's degree.
2. Sixty (60) semester hours of graduate credit beyond the date of attainment of the Master's degree.
3. Sixty (60) semester hours of graduate credit beyond the date of attainment of the Master's degree of which thirty (30) may be equated technical, industrial or professional workshops and institutes as approved by the Vice President for Academic Affairs before enrollment.
4. An earned Doctorate.

In certain cases, the following exceptions to level descriptions shall apply:

1. Undergraduate credit may be substituted for graduate credit where there is clearly a lack of suitable courses at the graduate level or where an undergraduate course more closely fills the needs of an employee and/or the college. Approval for the above shall be granted, in advance, by an affirmative vote of the Compensation Evaluation Committee.

2. Date of attainment clauses in levels three through seven shall not apply in cases in which an professor has dual enrollment in advance degree programs.

E. The equating of technical, industrial, professional workshops and institutes, and the approval of college credit hours shall be done by the Compensation Evaluation Committee, a joint committee of two professors appointed by the President of the Faculty Senate and two administrators appointed by the President of the College. In cases where the committee cannot arrive at a decision, the President shall make the final decision. All appeals for assignment to the levels shall be submitted to this committee.

F. All professors employed for extra teaching assignments, during the regular school year, shall have their overloads computed at the rate of

1/59th of the professor's current salary per equated credit hour. See Appendix A. Positions noted in Appendix C shall be paid by determining the noted percentage of the base (MA-1). No faculty whose extra-curricular salary is percentage based shall suffer reduction in salary.

G. The Director of Library, represented by the Faculty Senate will follow the administrative calendar as to working days rather than the Faculty Calendar (Article XIV). The Director of Library will have twenty-three (23) working days of paid vacation and will have, with the permission of the President, extra paid leave in alternate years for the purpose of advanced educational study. This extra leave would be for a summer college session and would include regular vacation for that year. The workday will be eight (8) hours or a total of forty (40) hours a week. The allocation of this time is to be arranged mutually by the Director of Library and the Dean of Instruction. Extensions of this day or week will be compensated at the same rate as the per hour pay of part-time professors or may, with mutual consent, be paid with compensatory time. In consideration of the extra summer work required, the Director of Library shall receive an additional thirteen percent (13%) of annual salary as of September 1, 1988, fourteen percent (14%) of annual salary as of September 1, 1989, and fifteen percent (15%) of annual salary as of September 1, 1990. All adjustments are as an addition to the base wage in effect for that contract year.

H. Counselors represented by the Faculty Senate will work a required 181 working days within the contract year, September 1 through August 31. Beyond the 181 days, they may be paid with compensatory time or at an hourly rate of $15.00.

Their work day will be eight (8) hours or a total of forty (40) hours per week. The allocation of this time is to be arranged by the faculty member's immediate supervisor. The faculty member will be given the opportunity to advise the supervisor on the arrangement of this time. It is understood that counselors will allocate their time to be available prior to and during registration periods and one evening per counselor per week during the fall and winter semesters. It is further understood that reasonable effort will be made to avoid paid overtime. Counselors scheduled to teach by mutual agreement on released time will work with a ratio of counseling time to teaching time of 3:1. Instructors may be assigned counseling duties or other work by their immediate supervisor, by mutual agreement, on a released time basis. The factor shall be 3 counselling hours equal to one teaching hour.

I. 1. The Board of Trustees will provide to the full-time temporary professorships all economic provisions in full or in part provided to the regular full-time professors when funding is provided by the sponsoring agency for such said economic provisions.

2. Base salary (MA, Step 1) is to be as set forth in Appendix A.

3. Those faculty eligible for step advancement shall receive one full step on the salary schedule.

J. Faculty attending workshops, seminars, college classes, etc., funded by the college general fund or foundation, shall not be eligible for step or level improvement. However, partial funding, e.g., tuition and books only, or any program specifically requested of the professor by the administration and for the benefit of the college, would not be sufficient reimbursement to disallow step and level improvement. Prior approval of the Compensation Evaluation Committee, before attendance, should be obtained to insure complete understanding on the possibility of step and level adjustment and the amount thereof.

K. Each professor may select one of the following pay options at the beginning of the college year:

1. Twenty-one (21) pay periods.
2. Twenty-six (26) or twenty-seven (27) pay periods on a 27 pay period year.
3. Twenty-six (26) pay periods with lump sum of last six on the twenty-first (21) pay period.
4. Twenty-seven (27) pay periods with lump sum of last seven on the twenty-first (21) pay period.

ARTICLE IX

Leaves of Absence

A. Sick Leave

Each professor shall be entitled to twelve (12) days of sick leave per year, the unused portion of which shall accumulate from year to year without limitation. The leave days may be taken by an professor for the following conditions:

1. Personal illness or disability. Instructors may use all or any portion of their leave to recover from their own illness or disability which shall include in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery.

   When applying accumulated sick leave days to the above mentioned personal illness or disabilities, the professor may do so only for those days, noted by the Board and/or professor appointed doctor, as days during which the doctor rules that said employee is not physically fit for work.

   Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated on the same terms and conditions as are applied to other temporary disabilities, including those terms and conditions involving commencement and duration of leave benefits, accrual of seniority, reinstatement, and continuance within insurance programs.

2. Illness of the immediate family. The immediate family shall include: spouse, children, parents, and other members of the employee's household.

3. Professors shall notify the administration of their intended absence stating the nature of the illness and where they may be contacted during the day. Each professor shall give such notification prior to their scheduled on-the-job starting time. The administration shall be responsible for posting the absence announcement.

4. Each professor shall give his immediate supervisor a written, signed statement indicating the reason(s) for such absence when reporting to work on the first working day following his absence.

5. The administration reserves the right to require a doctor's certificate or other evidence of illness, when the illness is of more than two (2) days duration.

6. Each professor will forfeit all sick days to the district upon termination of employment.

B. **Bereavement**

Each professor shall be allowed five (5) calendar days in the event of death of any of the following members of the employee's family:

1. Spouse.
2. Children.
3. Parents of the employee and spouse.
4. Brothers and sisters of the employee and spouse.
5. Grandparents of the employee and spouse.
6. Members of the employee's household.

C. **Personal Business**

Each professor shall be allowed leave for personal business not to exceed one day per year. Additional days may be allowed at the discretion of the immediate supervisor. Prior arrangement for this leave must be made with the immediate supervisor.

D. **Military Leave**

Professors will be allowed leave of absence, without pay, to fulfill military obligations. Faculty standing and unused accrued benefits will be maintained during the period of military service, but accrual of benefits will be discontinued. Faculty on military leave will continue to make normal advancements on the salary schedule.

E. **Medical Leaves**

Professors may be allowed time for medical and dental appointments. Professors are encouraged to obtain medical appointments not conflicting with their work schedules.

F. **Sabbatical Leave**

All sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the college, as determined by the College President, through the enhancement of personal competence by study, research, writing, travel, or cognate pursuits, or any combination thereof. An professor may be allowed up to one year of sabbatical leave upon application to and approval by the College President. The salary of an professor on sabbatical leave shall be computed at fifty percent (50%) of the step and level that the professor would be on if he were present at the college. If the professor requests less than a full academic year, the sabbatical salary will be proportional to the amount of time the professor is on leave. The number of professors on sabbatical leave during one year shall not exceed ten percent (10%) of the membership of the bargaining unit. All reasonable applications shall be granted, except that if the number of professors requesting sabbatical leave for any one year exceeds ten percent (10%), then the college President shall grant such leave on the basis of seniority of service. To be eligible for sabbatical leave, an professor must have served five years with Glen Oaks Community College. An professor who received a sabbatical leave of over fifty percent (50%) to one hundred percent (100%) of salary and fringe benefits may be required to return all funds advanced in excess of fifty percent (50%) of salary and fringes in the event of the occurrence of one of the following: a) The professor fails to complete the agreed-upon program, b) The professor leaves the employ of the college on his own violation before completing two years of employment after returning from the sabbatical. The Faculty Senate agrees that any effort on the part of the college to collect such funds owed above shall not be subject to the grievance procedure. On return from such leave, an professor may receive an adjustment of level in the salary schedule, but not an adjustment in step. After receiving sabbatical leave, an professor will be eligible for another such leave after he has completed five additional years of service to the college.

G. Leave Without Pay

Professors may be granted leave without pay upon application submitted to and approved by the College President.

H. Professional Conferences

Professors are encouraged to attend professional conferences. Upon application to and approval by the Dean of Instruction, they may be allowed time to attend without loss of salary. Expenses may be applied for as authorized in Article X, Section C-1.

I. Holidays and Vacations

Professors will follow the school calendar and other agreements specified in their letter of appointment.

J. Child Care Leave

One leave of absence without pay shall be granted to any professor upon request for the purpose of child care. Additional leaves may be granted at the discretion of the College President upon request of the professor. The professor shall notify the administration in writing, thirty (30) calendar days prior to the starting date of the leave. Child care leave granted during an enrollment period shall be contingent on the Board's finding of a substitute professor(s) to teach the applicant's classes.

1. The reinstatement shall be to the professor's former position. If the position has been eliminated during the period of the leave, the professor shall be offered a similar or comparable position for which the professor is qualified, subject to the provisions of Article V.

2. The initial leave period may be for the duration of the semester when leave was granted plus two consecutive semesters excluding a summer semester.

3. A pregnant professor may commence said child care leave at her option anytime after the birth of the child and she is physically able to adequately perform her teaching responsibilities. The Board

may require a doctor's verification of the professor's confirmed disability. The doctor shall be of the professor's choosing and at the professor's expense.

4. A child care leave may be terminated at the request of the professor. Such termination shall occur only at the end of a semester. The professor shall notify the administration in writing forty-five (45) calendar days prior to the end of the semester.

5. For seniority and salary schedule purposes, if the leave commences during the first semester of the academic year, no credit will be given for that school year; however, if the leave commences during the second semester of the academic year, credit for a full year shall be given.

6. The granting of such leave will in no way interrupt seniority and rights attendant thereto.

7. Continuation of insurance benefits will be provided during the leave at the professor's expense, if the insurance policy allows for such arrangements.

8. A professor hired to temporarily replace a professor on child care leave shall not be eligible for a child care leave.

9. The termination of the replacement teacher due to the return of the teacher on child care leave shall not be subject to the grievance procedure.

10. Child care leave shall not be used to become a full-time employee elsewhere. Such a full-time employee status may result in termination of the child care leave.

K. A professor who is a president, vice president, secretary, or treasurer of an organization dealing with professional concerns shall be allowed time to attend meetings concomitant with his duties of said organizations upon prior request and approval from the Dean of Instruction without loss of salary.

L. The Glen Oaks Faculty Senate shall be granted three days leave of absence per year, without loss of pay, for the conduct of Senate business. Additional days may be granted with the consent of the Dean of Instruction.

M. 1. A sick bank is hereby established. Each bargaining unit member shall initially contribute two sick days to the bank and the administration shall contribute enough to bring the sick bank to 62 days total or 2 per faculty member, whichever is greater. In addition, the days contributed by faculty members who leave the employ of the College shall remain in the bank. Each bargaining unit member shall hereafter contribute one day per year at the beginning of the academic year only if the total number of days drawn from the sick bank is in excess of the total number of bargaining unit members.

2. A professor who has exhausted his accumulated sick days may draw up to a maximum of twenty (20) days from the sick bank upon application to the college business office, provided there are sufficient days in the bank.

3. Sick bank days may be used for the same purpose as are personal accumulated sick days according to the provisions of paragraph A of this Article.

N. A faculty member who is summoned and reports for jury duty or is subpoenaed and reports as a witness in any judicial hearing shall receive a leave of absence and shall be paid at his regular salary rate. All jury duty fees shall be turned over to the college.

O. On or before September 15 of each year, the administration shall furnish, upon request, each professor with written notification of the total number of his personal sick days accumulated.

ARTICLE X

Fringe Benefits

A. 1. The Board of Trustees shall provide MESSA Super Care I full-family health insurance with the Board of Trustees paying the premium and deductible for professors and any dependents covered by the policy during the first two years of this contract. The Board of Trustees shall provide said insurance coverage in the third year of the contract with additional cost to the College limited to 12% of the 1989-90 insurance premium plus 50*5 of the premium increase exceeding that amount. If any professor does not have any dependents insured, additional non-taxable options will be paid by the Board for those not using Super Med I to the dollar limit of member and spouse rate. This dollar limit will be limited to the same percentage increases as health insurance for the duration of this contract. Either party to this agreement may request that this article of the contract be opened for renegotiation no later than March 1, 1989. After March 1, 1989, this article of the ocntract may be reopened if agreed to by both parties.

2. MESSA LTD Program, Plan II, 120 workday modified fill with 66-2/3% of the member's salary per month with a maximum limit of $2250. This program has additional benefits of a Social Security freeze, alcohol and drug waiver, mental and nervous waiver, plus a cost of living adjustment in benefits.

3. The Board of Trustees shall provide term life insurance for each professor in the amount of $20,000 for 1988-89, $30,000 for 1989-90, and $40,000 for 1990-91.

4. The Board shall grant, on request, full-tuition and all-fee scholarships to Glen Oaks Community College, to all full-time professors, their spouses and their natural and/or dependent children for any course meeting degree or certificate requirements. The award of such scholarships shall not be contingent upon other qualifications.

B. Reimbursement Expenses

1. Professors, upon application to and approval of the Area Chairperson and/or the appropriate supervisor, will be reimbursed for authorized expenses related to their duties within the limitations of the appropriate division budget.

2. A newly employed professors whose residence is outside the Glen Oaks Community College district may be allowed fifty percent (50%) of the cost of moving household goods provided that an estimate of the cost is submitted to and approved by, the College President previous to the moving day. The Board shall notify the professor of this provision in advance of his moving.

C. Retirement

1. Professors are entitled to all benefits of the Michigan Public School Employee's Retirement Fund and to the Federal Insurance Contribution Act benefits.

2. The parties agree that a Committee may be established to develop an Early Retirement Incentive plan which, when agreed upon by both parties, shall become an addendum to the Agreement and shall be implemented upon agreement.

ARTICLE XI

Grievances

A. Initiation of a Grievance

1. Any professor or group of professors represented by the Faculty Senate or the Faculty Senate as a collective agent may initiate a grievance relating to salaries, terms or conditions of employment, or of procedures in disciplining an professor(s), or any condition affecting wages, hours or conditions of employment in the following instances:

    a. If there has been a violation, misinterpretation, or misapplication of any provision of this agreement between the Glen Oaks Faculty Senate and the Board of Trustees.

    b. If there are existing Board of Trustee policies or administrative regulations or directives which violate the terms of this Agreement.

    c. If there has been a violation, misinterpretation, or misapplication of statutory and/or constitutional provisions, except for statutes which specifically establish a procedure for redress.

2. The policy for presenting grievances shall be consistent with Section Eleven of Public Acts 336, 1947 as amended.

3. The "aggrieved person" is the person or persons initiating the grievance. The term "days" shall mean calendar days.

B. General Provisions

1. All discussions shall be kept confidential among the aggrieved party, the Senate representative, and the administration in the absence of the consent of the aggrieved.

2. Statement of Basic Principles. The failure of an administrator at any level to communicate his decision to the aggrieved party within the prescribed time limits set forth in the grievance procedure shall constitute admission by the administration that the aggrieved party correctly interpreted the terms of this Agreement and the administration shall accept the interpretation of the aggrieved party as correct and, thereby, adjust the grievance to the satisfaction of the aggrieved party and in accordance with the terms of this Agreement.

3. The failure of the professor or the Senate to appeal a decision to the next highest step within the time limits prescribed in the grievance procedure shall constitute a withdrawal and shall bar further action on that grievance.

4. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits, however, may be extended by mutual consent.

5. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of participants.

6. The aggrieved person shall at all levels of the procedure have the right to counsel.

7. Hearings and conferences held under this Procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend. When such hearings and conferences are during school hours, all employees whose presence is required shall be excused for that purpose with no reduction in pay.

C. Procedure

1. In the interest of maintaining harmonious relations, an alleged grievance shall first be discussed with the appropriate administrator with the object of resolving the matter informally:

   a. By the professor in person on his own behalf.

   b. By the professor accompanied by a Senate representative.

   c. Through the Senate representative if the faculty representative so requests, or

   d. By the Senate representative in the name of the Senate.

2. In the event any alleged grievance is not satisfactorily adjusted in the preliminary state, it shall be forwarded in writing to the appropriate administrator within thirty (30) days after the aggrieved party discovers the action on which the grievance is based. If the grievance is not filed within this time, it will be considered as waived. The appropriate administrator shall return copies of the grievance to the faculty member and the Senate with his decision in writing within ten (10) days of the receipt of the grievance.

3. In the event that a grievance concerning an professor is not satisfactorily resolved, it shall be referred to the College President with the appropriate administrator's written decision. In the event a grievance concerning a counselor is not satisfactorily resolved, it shall be referred to the College President with the appropriate administrator's written decision.

4. The College President shall have fifteen (15) days to review the grievance and to arrive at a decision. The College President shall report his decision in writing within the above period to the aggrieved party and the Senate.

5. If the faculty member or the Senate is dissatisfied with the decision of the College President, he or the Senate may refer the matter to the Board of Trustees of Glen Oaks Community College within ten (10) days after receiving the written decision by submitting a copy of the grievance to the Chairman of the Board of Trustees. Within fifteen (15) days of the receipt of the grievance, the Board shall meet to consider it, at which time the aggrieved professor or Senate shall have the right to be heard. The decision of the Board shall be communicated in writing to the professor and the Senate within five (5) days of the meeting.

6. If the professor or the Senate is dissatisfied with the decision of the Board of Trustees, the professor or Senate may request mediation by the State Labor Mediation Board.

   If mediation is desired, the aggrieved professor or the Senate will deliver written notice of that desire to the Board of Trustees within ten (10) days after receipt of the decision of the Board of Trustees. If either the Senate or the Board of Trustees is dissatisfied with the decision of the State Labor Mediation Board, the dissatisfied party may refer the matter to arbitration by delivering written notice of this desire to the other party within ten (10) days of receipt of the decision of the State Labor Mediation Board.

   The arbitrator shall be the American Arbitration Association. The decision of the Association shall be final and binding on both parties provided that the arbitrator shall confine his opinion to the sole question of whether or not (1) there has been a violation, misinterpretation, or misapplication of any provision of this agreement, or (2) there has been a deviation from or misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of professors in effect from time to time. He shall give no opinion with respect to any matter left by this agreement or by law to the discretion of the Board of Trustees or administration.

   The Result of the decision shall be implemented within fifteen (15) days of receipt of the decision.

   The Board of Trustees and the aggrieved party will each pay one-half of the cost of arbitration.

ARTICLE XII

Area Chairperson

A. When Area Chairperson are deemed necessary by the administration, they shall be appointed by the President of the College. Service as a Area Chairperson shall be considered as an extra-contractual assignment, and subject to the provisions of Article III, Section D, and Article VII, Section B.

B. The duties of the Area Chairperson shall be determined by the administration and shall be clearly stated to the faculty in writing.

ARTICLE XIII

Teaching Loads and Assignments

Each institutional area, in consultation with the immediate administrative supervisors, shall determine equitable instructional assignments including class sizes, teaching loads and number of preparations for that division within the guidelines provided below. Consideration will be given to the type of instruction, to the nature of the content, and to the other non-instructional duties.

A. Faculty shall maintain five office hours per week on at least four days per week. Other hours will be available by appointment. Professors, who by mutual consent have been scheduled for special laboratory assignments falling outside their computed teaching load, may have those scheduled laboratory hours applied toward equal fulfillment of office hours. It is understood that such scheduling will not include open lab assignments or committee assignments. A copy of such office hours will be provided to the administration. It is understood that the usual place of work for professors is on the campus.

B. 1. During the 40 scheduled work weeks, a minimum teaching load shall be not less than 28.5 equated hours nor more than a total of 37 equated hours. The maximum teaching load for a six week interim shall be 6 equated hours. The maximum teaching load in a regular semester will be one of the following, mutually agreed upon by the professor and the administration prior to the beginning of the fall semester:

   a. Sixteen and a half equated hours.

   b. Eighteen and a half equated hours in each of two consecutive semesters.

   If item (b) above, 18.5:18.5 option, is mutually agreed upon in writing, then the professor's obligation shall be considered fulfilled at the end of the second semester and any other duties beyond shall be voluntarily assumed and reimbursed in accordance with this Agreement.

   English Composition shall be equated at 1.25. The parties agree that a committee may be established to evaluate the continuation of English Composition equated at 1.25. All contact hours which exceed semester hours (i.e., laboratory classes in which the laboratory class time is in addition to, or in excess of the semester credit hours) shall be fully equated at 1:1 for all nursing, science, vocational, technical, office occupations and physical education courses.

2. Those professors employed exclusively for laboratory/clinical assignment who are paid an hourly rate, may be scheduled for no more than an average of twenty (20) contact hours per week. Professors employed for more than an average of twenty contact hours per week

shall be issued full-time contracts. Scheduling errors which result in assigning a part-time faculty to hours in excess of the prescribed average of twenty hour limit shall be corrected as soon as possible and shall not result in issuance of a full-time contract.

3. Each professor will be paid an overload factor of 1/59th of his current instructional salary for each equated hour over his maximum teaching load in each semester. If a professor's total teaching load for the 40 weeks exceeds 37 equated hours, he will receive overload pay at the rate of 1/59th of his current instructional salary for each equated hour over 37, less any overload paid for an individual semester. A contact hour shall be defined as a 54 minute class session per week per 15 week semester. In order to maintain full semester status, the administration may change the definition of a contact hour to meet the minimum requirements of state laws and regulations. When a professor completes 37 equated hours, or a total of equated hours to which the addition of a class would create an overload, the professor shall have fulfilled his contractual obligation and any other duties shall be voluntarily assumed and reimbursed using the 1/59th overload factor for equated hours over a total of 37.

4. A Professor not in possession of a Bachelor's degree shall: a) Be obligated to teach a normal load not to exceed 37 equated hours, b) Remain on probationary status until a Bachelor's degree has been attained and other master Agreement languages have been fulfilled (Article IV, A), c) Be vocationally certifiable at the time of full-time employment, and d) Work toward attainment of the Bachelor's degree as required by the Dean of Instruction. The professor and Dean of Instruction shall devise a mutually agreeable yearly teaching schedule over the academic year to accommodate the professor's requirement to attain credit toward a Bachelor's degree at an accredited institution of higher education. Said professor shall enjoy all the other rights and privileges indicated within the Agreement.

C. The number of different course preparations should be limited to two preparations and should not exceed three preparations per semester.

D. A professor shall not be assigned a class before 9:00 a.m. following a class assignment after 6:00 p.m. without prior consultation and agreement of the professor involved.

E. Night teaching assignments shall not be the exclusive prerogative of part-time professors. Credit for instruction of night classes and load distribution shall be computed as described in Article XIII, Section C.

F. Professors will have extra-curricular activity assignments that are voluntarily assumed. Professors shall be consulted in the scheduling of their class hours and other assignments prior to the administrative decision of said assignment for the purpose of input from the affected professor relative to the compatibility of such assignment.

G. Each professor participating in a team-teaching assignment will have his teaching load computed as if the assignment were an individual class taught by each professor. However, during the first two semesters in which a course is offered, the teaching load of each professor may be computed on any basis mutually agreed upon by the Dean of Instruction and the professors involved.

H. Each professor participating in a shared-teaching assignment will have their teaching load computed for the number of hours actually present in the classroom. The professor will not be required to participate in the course except for that time period for which they are being compensated.

I. 1. Faculty shall attend all monthly faculty meetings and standing committee meetings as applicable and as designated by the Dean of Instruction or his designee. Meeting time, place, and agenda shall be distributed to faculty one week prior to the meeting date and a reminder distributed the day prior to the meeting.

   2. Attendance exceptions will include emergencies, class conflicts, conference trips, and other reasons for being off campus as agreed to by the Dean of Instruction.

   3. No committee shall be required to meet more than once a month unless a 2/3 majority vote of each committee so requests.

   4. The above meeting language shall only apply during the fall and winter semesters.

ARTICLE XIV

Miscellaneous Provisions

A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

C. Copies of this Agreement shall be duplicated at the expense of Glen Oaks Community College and presented to all faculty members now employed or hereafter employed and made available for perusal by any faculty members considered for employment.

ARTICLE XV

Duration of Agreement

A. This Agreement shall be effective as of September 1, 1988, and shall continue in effect until August 31, 1991. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. Either party may give written notice to the other party of its desire to negotiate a new Agreement by not later than March 1, 1991. Acknowledgement must be given within five (5) calendar days after receipt of this notice and negotiations shall commence within thirty (30) calendar days of the date of this notice.

GLEN OAKS COMMUNITY COLLEGE BOARD OF TRUSTEES	SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION
______________________ Chairman	______________________ President
______________________ Secretary	______________________ Vice President
______________________ Chief Negotiator	______________________ Chief Negotiator
______________________ Date	

APPENDIX A
1988-89

FACULTY SALARY SCHEDULE

					MA		Ma+15		Ma+30		Ma+45		MA+60	
STEP	LEVEL 1		LEVEL 2		LEVEL 3		LEVEL 4		LEVEL 5		LEVEL 6		LEVEL 7	
1	$18,939	.90	$19,991	.95	$21,043	1.00	$22,095	1.05	$23,147	1.10	$24,199	1.15	$25,252	1.20
2	19,991	.95	21,043	1.00	22,095	1.05	23,147	1.10	24,199	1.15	25,252	1.20	26,304	1.25
3	21,043	1.00	22,095	1.05	23,147	1.10	24,199	1.15	25,252	1.20	26,304	1.25	27,356	1.30
4	22,095	1.05	23,147	1.10	24,199	1.15	25,252	1.20	26,304	1.25	27,356	1.30	28,408	1.35
5	23,147	1.10	24,199	1.15	25,252	1.20	26,304	1.25	27,356	1.30	28,408	1.35	29,460	1.40
6	24,199	1.15	25,252	1.20	26,304	1.25	27,356	1.30	38,408	1.35	29,460	1.40	30,512	1.45
7	25,252	1.20	26,304	1.25	27,356	1.30	28,408	1.35	29,460	1.40	30,512	1.45	31,565	1.50
8	26,304	1.25	27,356	1.30	28,408	1.35	29,460	1.40	30,512	1.45	31,565	1.50	32,617	1.55
9	27,356	1.30	28,408	1.35	29,460	1.40	30,512	1.45	31,565	1.50	32,617	1.55	33,669	1.60
10	28,408	1.35	29,460	1.40	30,512	1.45	31,565	1.50	32,617	1.55	33,669	1.60	34,721	1.65
11			30,512	1.45	31,565	1.50	32,617	1.55	33,669	1.60	34,721	1.65	35,773	1.70
12					32,617	1.55	33,669	1.60	34,721	1.65	35,773	1.70	36,825	1.75
13					33,669	1.60	34,721	1.65	35,773	1.70	36,825	1.75	37,877	1.80
14							35,773	1.70	36,825	1.75	37,877	1.80	38,930	1.85
15									37,877	1.80	38,930	1.85	39,982	1.90
16											39,982	1.90	41,034	1.95
17											41,034	1.95	42,086	2.00

APPENDIX A
1989-90

FACULTY SALARY SCHEDULE

STEP	LEVEL 1		LEVEL 2		LEVEL 3		LEVEL 4		LEVEL 5		LEVEL 6		LEVEL 7	
1	$19,507	.90	$20,590	.95	$21,674	1.00	$22,758	1.05	$23,841	1.10	$24,925	1.15	$26,009	1.20
2	20,590	.95	21,674	1.00	22,758	1.05	23,841	1.10	24,925	1.15	26,009	1.20	27,093	1.25
3	21,674	1.00	22,758	1.05	23,841	1.10	24,925	1.15	26,009	1.20	27,093	1.25	28,176	1.30
4	22,758	1.05	23,841	1.10	24,925	1.15	26,009	1.20	27,093	1.25	28,176	1.30	29,260	1.35
5	23,841	1.10	24,925	1.15	26,009	1.20	27,093	1.25	28,176	1.30	29,260	1.35	30,344	1.40
6	24,925	1.15	26,009	1.20	27,093	1.25	28,176	1.30	29,260	1.35	30,344	1.40	31,427	1.45
7	26,009	1.20	27,093	1.25	28,176	1.30	29,260	1.35	30,344	1.40	31,427	1.45	32,511	1.50
8	27,093	1.25	28,176	1.30	29,260	1.35	30,344	1.40	31,427	1.45	32,511	1.50	33,595	1.55
9	28,176	1.30	29,260	1.35	30,344	1.40	31,427	1.45	32,511	1.50	33,595	1.55	34,678	1.60
10	29,260	1.35	30,344	1.40	31,427	1.45	32,511	1.50	33,595	1.55	34,678	1.60	35,762	1.65
11			31,427	1.45	32,511	1.50	33,595	1.55	34,678	1.60	35,762	1.65	36,846	1.70
12					33,595	1.55	34,678	1.60	35,762	1.65	36,846	1.70	37,930	1.75
13					34,678	1.60	35,762	1.65	36,846	1.70	37,930	1.75	39,013	1.80
14							36,846	1.70	37,930	1.75	39,013	1.80	40,097	1.85
15									39,013	1.80	40,097	1.85	41,181	1.90
16											41,181	1.90	42,264	1.95
17											42,264	1.95	43,348	2.00

APPENDIX A
1990-91

FACULTY SALARY SCHEDULE

STEP	LEVEL 1		LEVEL 2		LEVEL 3		LEVEL 4		LEVEL 5		LEVEL 6		LEVEL 7	
1	$20,287	.90	$21,414	.95	$22,541	1.00	$23,668	1.05	$24,795	1.10	$25,922	1.15	$27,049	1.20
2	21,414	.95	22,541	1.00	23,668	1.05	24,795	1.10	25,922	1.15	27,049	1.20	28,176	1.25
3	22,541	1.00	23,668	1.05	24,795	1.10	25,922	1.15	27,049	1.20	28,176	1.25	29,303	1.30
4	23,668	1.05	24,795	1.10	25,922	1.15	27,049	1.20	28,176	1.25	29,303	1.30	30,430	1.35
5	24,795	1.10	25,922	1.15	27,049	1.20	28,176	1.25	29,303	1.30	30,430	1.35	31,557	1.40
6	25,922	1.15	27,049	1.20	28,176	1.25	29,303	1.30	30,430	1.35	31,557	1.40	32,684	1.45
7	27,049	1.20	28,176	1.25	29,303	1.30	30,430	1.35	31,557	1.40	32,684	1.45	33,812	1.50
8	28,176	1.25	29,303	1.30	30,430	1.35	31,557	1.40	32,684	1.45	33,812	1.50	34,939	1.55
9	29,303	1.30	30,430	1.35	31,557	1.40	32,684	1.45	33,812	1.50	34,939	1.55	36,066	1.60
10	30,430	1.35	31,557	1.40	32,684	1.45	33,812	1.50	34,939	1.55	36,066	1.60	37,193	1.65
11			32,684	1.45	33,812	1.50	34,939	1.55	36,066	1.60	37,193	1.65	38,320	1.70
12					34,939	1.55	36,066	1.60	37,193	1.65	38,320	1.70	39,447	1.75
13					36,066	1.60	37,193	1.65	38,320	1.70	39,447	1.75	40,574	1.80
14							38,320	1.70	39,447	1.75	40,574	1.80	41,701	1.85
15									40,574	1.80	41,701	1.85	42,828	1.90
16											42,828	1.90	43,955	1.95
17											43,955	1.95	45,082	2.00

All faculty members who are not eligible for a step increase shall receive a longevity increase of $564.00.

APPENDIX B

Non-Credit Adult Education Courses

Compensation for professors of adult education courses will be the same as that listed on a part-time scale as given in the Policies and Procedures Manual of Glen Oaks Community College.

APPENDIX C

Coaching salaries shall be the percentage of the base (MA-1) as shown below or equated released time. Compensation for the following positions shall be as indicated. If a salary is paid, the payments shall be made in equal amounts throughout the regular school year.

Coach - Men's Basketball	15% of annual scheduled salary paid in eight equal payments commencing with the second pay period in November.
Coach Men's Baseball	20% paid in five equal payments commencing with the first pay period in April.
Coach Women's Basketball	15% paid in five equal payments commencing with the first pay period in November.
Coach Women's Volleyball	10% paid in five equal payments commencing with the first pay period in November.
Coach - Golf	10% paid in five equal payments commencing with the first pay period in April.
Athletic Director	20% of salary or released time.
Vocal Music Director	7½% of salary or released time.
Ensemble Music Director	7½% of salary or released time.
Literary Magazine Advisor	$500 for each of 2 annual publications.

Area Chairperson

During the period of service as Area Chairperson, said person shall have a reduction in teaching load and/or monetary consideration commensurate with time involved as determined by the administration.

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KIRTLAND
COMMUNITY COLLEGE

MASTER AGREEMENT

1988-90

November 1988

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KIRTLAND COMMUNITY COLLEGE

MASTER AGREEMENT

1988-90

November 1988

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1988-90

AGREEMENT

The Board of Trustees of Kirtland Community College herein after referred to as the "Board" and the Kirtland Community College Federation of Teachers hereinafter referred to as the "Federation" enter into this agreement for the period beginning July 1, 1988 and ending June 30, 1990.

WITNESSETH

WHEREAS, the Board, the administrative staff and faculty are committed to the advancement of a comprehensive educational program of distinct quality for all interested in the quest for learning, and

WHEREAS, the sound development of college policies and program can best be accomplished by these groups working in harmony and with respect for the roles of each, and

WHEREAS, the parties have mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment of instructional personnel being fully described in Article I hereof, and

WHEREAS, the parties, following extended and deliberated negotiations, have reached certain understandings which they desire to memorialize,

And in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Federation as the exclusive bargaining representative for all Board appointed full-time classroom instructional personnel.

There shall be excluded from the bargaining unit the following: part-time instructors, accounting personnel, clerical personnel, secretarial personnel, cafeteria personnel, technical personnel, maintenance personnel, custodial personnel, transportation personnel, laboratory assistants, part-time clinical nurses, para-professionals, and area career instructors.

In addition there shall be excluded all administrative and supervisory personnel with Administrative Contracts, and Supervisory personnel.

The term "Instructor" when used hereinafter in the agreement shall refer to all employees represented by the Federation in the bargaining or negotiation units as defined, and reference to male teachers shall include female teachers.

All other personnel not specifically mentioned above are excluded from the Federation bargaining unit.

Note: Clarification - Appendix A

ARTICLE II

BOARD OF TRUSTEES RIGHTS AND RESPONSIBILITIES

A. The Board hereby retains and reserves unto itself, all rights, power, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and Constitution of the State of Michigan and the statutes and the Constitution of the United States of America. These rights and responsibilities shall include but not be limited to the following as deemed necessary and advisable by the Board.

1. To the executive management and administrative control of the College and its properties, facilities and its employees;

2. To hire, pay, retain, promote, demote, and dismiss its employees;

3. To establish individual courses and programs of instruction including special programs, to keep the college buildings in good repair, and to furnish materials, equipment and non-teaching services to conduct the College properly; to provide for development and utilization of facilities; and, to provide for athletic, recreational and social events for students and the community;

ARTICLE II (continued)

4. To determine class schedules, the hours of instruction, the duties, assignments of instructors, and other contractual services.

B. The exercise of these rights, powers, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this agreement.

ARTICLE III

NEGOTIATION PROCEDURE

A. At least 60 but no more than 90 calendar days before June 30th in the year of the expiration of this agreement, and upon written notice by the Federation, to the President of the College, the parties shall begin negotiations for a new agreement covering hours, wages, terms and conditions of employment of instructors employed by the Board.

B. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that the representatives selected by each shall be clothed with all necessary power and authority to make proposals and bargain in the course of negotiations. Both parties agree to limit their respective bargaining teams to a number conducive to maintaining good negotiation progress. Normally, three (3) negotiators and one (1) or two (2) consultants should be maximum. Written notice shall be exchanged prior to the beginning of negotiations indicating the chief spokesperson for each team and his authority.

C. It is recognized that no final contract can be executed without ratification by the Board and the Federation.

ARTICLE IV

1988-89 SALARY SCHEDULES

34 Week Faculty 88-89 Schedule

VC	BA/BS	MA/MS	MA/MS + 15	MA/MS + 30	MA/MS + 45	Ph.D
17,245	17,971	19,728	20,052	20,377	20,701	21,026
17,919	18,758	20,799	21,126	21,453	21,779	22,108
18,593	19,545	21,870	22,200	22,529	22,857	23,190
19,267	20,332	22,941	23,274	23,605	23,935	24,272
19,941	21,119	24,012	24,348	24,681	25,013	25,354
20,615	21,906	25,083	25,422	25,575	26,091	26,436
21,289	22,693	26,154	26,496	26,833	27,169	27,518
21,963	23,480	27,225	27,570	27,909	28,247	28,600
22,637	24,267	28,296	28,644	28,985	29,325	29,682
23,311	25,054	29,367	29,718	30,061	30,403	30,764
23,985	25,841	30,438	30,792	31,137	31,481	31,846
24,662	26,623	31,509	31,864	32,217	32,556	32,926

44 Week Faculty 88-89 Schedule

ADN/VC	BA/BS	MA/MS
18,285	19,011	20,768
19,140	20,148	22,066
19,995	21,285	23,364
20,850	22,422	24,662
21,705	23,599	25,960
22,560	24,696	27,258
23,415	25,833	28,556
24,270	26,970	29,854
25,125	28,107	31,152
25,980	29,244	32,450
26,835	30,318	33,748
27,687	31,513	35,043

See Instructor's Salaries - Appendix B and C

It is the exclusive right of the administration to determine range placement based upon experience, qualifications, education, needs of the college, and the market for instructors (supply and demand).

See Appendix A for Clarification of Supply and Demand

The summer school rate for full-time instructors covered by this agreement shall be at the rate of $18 per contact hour for the summers of 1988 and 1989. The summer school rate for Cosmetology instructors shall be at the rate of $10 per contact hour for the summers of 1988 and 1989.

ARTICLE IV

1 9 8 9 - 9 0 SALARY SCHEDULES

34 week 89-90 schedule

VC	BA/BS	MA/MS	MA/MS + 15	MA/MS + 30	MA/MS + 45	PhD
17,935	18,690	20,517	20,854	21,192	21,529	21,867
18,636	19,508	21,630	21,971	22,311	22,650	22,992
19,337	20,326	22,743	23,088	23,430	23,771	24,117
20,038	21,144	23,856	24,205	24,549	24,892	25,242
20,739	21,962	24,969	25,322	25,668	26,013	26,367
21,440	22,780	26,082	26,439	26,787	27,134	27,492
22,141	23,598	27,195	27,556	27,906	28,255	28,617
22,842	24,416	28,308	28,673	29,025	29,376	29,742
23,543	25,234	29,421	29,790	30,144	30,497	30,867
24,244	26,052	30,534	30,907	31,263	31,618	31,992
24,945	26,870	31,647	32,024	32,382	32,739	33,117
25,648	27,688	32,769	33,139	33,506	33,858	34,243

Kirtland Community College
44 Week Faculty 89-90 Schedule

ADN/VC	BA/BS	MA/MS
19,016	19,771	21,599
19,905	20,953	22,949
20,794	22,135	24,299
21,683	23,317	25,649
22,572	24,499	26,999
23,461	25,681	28,349
24,350	26,863	29,699
25,239	28,045	31,049
26,128	29,227	32,399
27,017	30,409	33,749
27,906	31,591	35,099
28,794	32,774	36,445

See Instructors Salaries - Appendix B and C

It is the exclusive right of the administration to determine range placement based upon experience, qualifications, education, needs of the college, and the market for instructors (supply and demand).

See Appendix A for Clarification of Supply and Demand

The summer school rate for full-time instructors covered by this agreement shall be at the rate of $18 per contact hour for the summers of 1989 and 1990. The summer school rate for Cosmetology instructors shall be at the rate of $10 per contact hour for the summers of 1989 and 1990.

ARTICLE V

FRINGE BENEFITS

A. LIABILITY INSURANCE

The college will provide each instructor with liability insurance protection in the amount of $100,000.00 in the performance of their assigned teaching duties.

B. LIFE INSURANCE, ACCIDENTAL DEATH & DISMEMBERMENT AND MONTHLY DISABILITY (to age 65) BENEFITS

	Group Term Life Insurance	Accidental Death & Dismemberment	Monthly Disability Benefits
Teachers	$25,000.	$25,000.	66 2/3% of base salary

The Board shall provide for dependent term life insurance as follows: spouse ($2,000); children ($1,000 per eligible child).

The individual instructor may elect, at his own expense, additional life term insurance for himself and members of his immediate family at the group rate, subject to conditions of insurer.

Life Insurance & AD&D benefits terminate at age 70.

C. LONG TERM DISABILITY INSURANCE

This coverage is included with life insurance and AD&D as per the above schedule. This insurance is payable after 90 days of disability until age 65. The monthy earnings will be as defined in the group policy.

D. HOSPITALIZATION, SURGICAL, AND MEDICAL INSURANCE

The college shall provide hospitalization, surgical, and medical insurance, for each instructor and immediate family from Michigan Employment Benefits Services, Inc.as follows:

Comprehensive Hospital, Semi., Riders D45NM, IMB, OPC, CC, COB-2, SA and DCCR; MVF-2, Riders ML and DC; 65 Option - Exact Fill; PDP $2.00; Master Medical Option 4.

E. The Board of Trustees shall provide dental insurance coverage for basic dental services, prosthodontic services an orthodontic services for each instructor and his immediate family from a self-insured Dental plan as follows:

Selected Benefits & Percentage	Class I Benefits	Basic Dental Services	75%
	Class II Benefits	Prosthodontic Dental Services	50%
	Class III Benefits	Orthodontic Dental Services	75%

Maximum Contract Benefit - $1000 per person total per contract year for Class I and Class II Benefits. Payment for Class III Benefits shall not exceed a lifetime maximum of $750 per person.

F. TRAVEL ACCIDENT INSURANCE

The college shall provide travel accident coverage for each instructor while traveling on authorized college business. The beneficiary is the instructor's family as designated, and the coverage is $50,000.

G. OPTICAL

As administered by Michigan Employment Benefit Services, Inc. (MEBS) which is currently Blue Cross/Blue Shield, Star Vision Care, Three Star Vision Care Program sponsored by Michigan State AFL-CIO. MEBS has option of acceptance of bids from other carriers with equivalent coverage.

H. RETIREMENT INCENTIVE PLAN

Guidelines:

1. Candidates shall be at least 55 years of age with a minimum of ten (10) years of service at Kirtland Community College, OR
at least 52 years of age with a minimum of fifteen (15) years of service at Kirtland Community College.

2. The incentive plan is not applicable to candidates after the end of the college fiscal year in which they reach the age of 62.

3. Candidates shall be eligible for retirement from the Michigan Public School Employees Retirement System; and written confirmation of eligibility shall be provided to the college through MPSERS.

4. In order to receive the retirement incentives one must submit a written non-revocable signed letter of resignation after reaching the age of 52 or 55 (whichever is applicable) but not later than the end of the college fiscal year in which they reach the age of 62. Faculty members who have already exceeded the age of 62 shall be "grandfathered" and may resign at the end of the 88-89 fiscal year.

5. Retiree cannot draw unemployment compensation.

Incentives:

1. Active Military Service - the college will purchase credit for non-intervening military service from the Michigan Public School Employees Retirement System. The college will pay a billing from MPSERS equal to 5% of the employee's highest full-time college fiscal year compensation received at the time payment is made, multiplied by the number of years of credit the employee is eligible to purchase, not to exceed four years.

2. Unused sick leave - the college will pay for unused sick leave days at 50% of the employee's daily rate of pay at the time of retirement. The computation shall be based upon 260 days, divided into the annual base salary.

I. INSURANCE OPTION CLAUSE

Employees electing to drop the college's hospitalization, surgical, and medical insurance (provided they have another plan and show proof to Kirtland's Business Manager) will receive a $500 tax sheltered annuity in lieu at the end of the fiscal year.

J. FRINGE BENEFITS

Fringe benefits shall apply to all full-time instructors on annual or semester contracts, including instructors on professional improvement leave; and shall discontinue when an instructor is terminated, takes military leave, or a leave without pay in excess of three months.

The preceeding fringe benefits will be in effect for the 1988-90 academic years. After consultation with the Federation, the Board reserves the right to develop and initiate a self-insured plan for hospitalization, surgical and medical coverage for the future. Benefits under a self-insured plan shall equal existing benefits.

Note: Benefits described above shall continue through the contractual year in which the instructor(s) is/are notified of the possibility of being discontinued. Such benefits shall terminate on August 31 following the end of the contractual year such notification was issued unless otherwise extended by the College President or his designee.

Definition: Immediate Family as it applies to Article V - Fringe Benefits shall mean spouse, and eligible children (sons and daughters).

ARTICLE VI

CONTRACTS

A. All Instructor contracts shall be issued for returning members of the faculty upon ratification of a succeeding master agreement or by the 30th of June, whichever shall be later.

B. Said contracts are to be signed and returned to the office of the President of the College within fifteen (15) calendar days after their receipt by members of the faculty, or by July 15th, whichever is later. Failure to return contracts by the due date will be an expression of intent not to return to Kirtland Community College for the following year.

ARTICLE VII

FACULTY REDUCTIONS

A. Whenever it is necessary to decrease the size of the faculty due to, but not limited to, insufficient funds or substantial decrease of student population or changes in program, the Board, upon the recommendation of the President of the College, after consultation with the Federation, may cause the necessary number of instructors, in the appropriate discipline(s), to be placed on involuntary leave, without pay, at the expiration of his/her/their contract(s). The administration shall have the option of issuing a one-semester contract rather than discontinuance if it is in the best interest of the college as determined by the Administration.

1) Faculty members who have been placed on involuntary leave in excess of three (3) years shall be excluded from the provisions of this agreement.

2) For a period of three years, no new appointments shall be made by discipline, while there are available instructors who have been placed on involuntary leave and who are adequately qualified in that discipline or disciplines, as determined by the administration, unless such instructors shall fail to advise in writing the President of the College or his designee, of their acceptance of employment within twenty-eight (28) calendar days from date of notification by the President of the College or his designee, of positions available.

3) Such re-employment shall not result in loss of status or credit of previous years of service.

B. Whenever possible, notice of discontinuance of service or of the possibility of a one semester contract shall be made at least sixty (60) days before discontinuance takes effect. It is recognized however, that circumstances may dictate a reduction subsequent to such notice period, and in such event, the Board will make every reasonable effort to give advance notice such as is possible under the circumstances. In any event, forty-five (45) days notice shall be given prior to discontinuance of service.

C. Salary set-off/unemployment benefits - It is understood that faculty who receive unemployment benefits during the summer after layoff will have a reduction in salary by the amount of unemployment received if they are recalled from layoff for the next school year.

D. The Grievance Procedure shall not be used as a recourse in faculty reductions.

ARTICLE VIII

LEAVES AND ABSENCES

A. With Pay

1. Personal Business Absence

Absences that are anticipated in advance shall be reported to the Dean of Instruction with reason therefore, so arrangements may be made to fulfill instructional responsibilities. Absence to conduct personal business shall be limited to two (2) days per year. Unused personal business days shall be accumulative as sick leave days.

2. Illness or Disability

All instructors absent from duty because of personal illness shall be allowed annual sick leave on full pay at the rate of ten (10) days for each academic year, cumulative to a total of ninety (90) days.

3. Bereavement Leave

Instructors will be granted three (3) days bereavement leave in the event of a death of a member of the immediate family; husband, wife, son, daughter, father, mother, mother-in-law, father-in-law, brother, sister, aunt, uncle, or a relative living in the immediate household.

4. Public Service Duty

Jury Duty and Court Service -

When a faculty member is called for jury service, he shall give his Dean of Instruction notice, and he shall be given leave with pay. Any juror's fees received by the faculty member shall be paid to the Board.

5. Professional Improvement Leave

Instructors who have been members of the faculty of Kirtland Community College for a period of six (6) consective academic years may be granted professional improvement leave provided, however, that no more than one member of the faculty may be on professonal improvement leave during a twelve (12) month period. Instructors may request professional improvement leave for a period of one year at one-half (1/2) pay, or one (1) semester at three quarters (3/4) pay, or during the summer with a stipend of $200.00 per week for a maximum of 10 weeks (vocational instructors may apply for professional improvement leave under an approved work experience program). Only one (1) instructor will be eligible to be on professional improvement leave at one time. The instructor who accepts a professional improvement leave must present a plan which defines the activity or study to be undertaken. Upon return from the professional improvement leave, the instructor must submit in writing, a report stating the use of his leave. An instructor who does not return to Kirtland Community College the semester following completion of the professional improvement leave for a period of at least one academic year shall reimburse the College for the amount of salary paid during the leave period

B. Without Pay

1. Maternity Leave

a. A maternity leave shall be granted without pay, provided that a request for maternity leave is filed with a Doctor's certificate stating the expected delivery date. The instructor may continue with her assignment as long as she can meet her responsibilitites and furnish upon request a physician's statement that she is physically fit and capable to meet her instructional duties. The instructor may return from such leave upon certification by doctor that she is physically able to return and continue with her work.

b. A first and second extension of maternity leave shall be granted annually upon request thirty (30) days prior to the termination of the existing maternity leave. A further extension of maternity leave may be granted at the discretion of the Board upon the recommendation of the President of the College.

c. The instructor may use all or any portion of her accumulated sick days to recover from childbirth, and/or complications of pregnancy.

d. While an employee is granted a leave of absence, she shall retain the following employment rights held by her before such leave was granted.

1. The same salary rate as held when the leave was granted.

2. Unused sick leave as held at the start of the leave of absence.

3. An employee on a leave of absence must give written notice to the President of the College by March 1st of the year the leave expires of her intention to return or resign unless an extension of leave or a new leave has been granted. Notice of Intent to Return in writing by registered mail is the responsibility of the individual. In the event such Notice is not received, the Board has the discretion to interpret this as a resignation.

4. Re-employment after a leave of one year or less will be to the same or like and similar position. Re-employment after leave in excess of one year will be conditioned by the availability of an opening for which the individual is qualified.

5. A teacher adopting a child may be granted a leave. Said leave will begin upon the final order of the Probate Court awarding custody of the child.

2. Military Leave

An employee covered by the salary schedule who terminates employment in the College District to perform active service in the armed forces of the United States is entitled to re-employment rights in the position he is vacating, or one of like status and pay scale, provided the employee serves only one term or until the state of emergency is ended, and provided also as follows:

1. The position vacated is other than temporary.
2. He has been honorably discharged from the armed forces.
3. He applied for re-employment within ninety (90) days after discharge.
4. He is qualified to perform the duties of the position.
5. Re-employment will be conditioned by the availability of an opening for which the individual is qualified.
6. In the event of re-employment, the following provisions shall apply:
    a. Accrual of seniority shall be granted.
    b. Unused sick leave held at the start of the leave shall be restored.

c. Furthermore, all provisions of this policy shall be in accordance with Act 145 P.A. 1943 as amended, governing military leaves of absence. If there is a difference between this agreement and the laws of the United States and/or Michigan regarding Military Service, the Federal or state law will prevail.

3. Professional and Personal Leaves Without Pay

It is recognized that a policy permitting leaves of absence for professional objectives or for personal reasons can be beneficial to the individual and the Board.

a. Leave Criteria

1. Eligibility

To be eligible for a professional or personal leave of absence, a member of the bargaining unit shall have six years of continuous, full-time service with the College. Under certain circumstances, the Board may waive the six-year eligibility requirement.

2. Application for Leave

The member of the bargaining unit shall submit, one (1) semester or summer session prior to the beginning of the proposed leave, in writing to the Board, the request for the leave, stating the reason for the leave, the period of absence, and date of return.

3. Approval

Subject to the availability of a qualified replacement and approval by the Board, a leave of absence may be granted.

4. Length of Leave

Leaves of absence may be granted for a period not to exceed one year. Under certain circumstances, a leave may be extended for one additional year. A request shall be submitted in writing stating the reason for the requested extension, at least six months prior to the termination of the current leave.

ARTICLE VIII (continued)

5. Return from Leaves

If a member of the bargaining unit does not return to work by the date of leave expiration, he or she shall be considered to have voluntarily resigned unless he/she was unable to return due to extenuating circumstances beyond his/her control.

The member of the bargaining unit on approved leave of absence shall be placed at the same salary placement as held when the leave was granted.

6. Fringe Benefits

Members of the bargaining unit who have approved leaves of absence of three months or less, will receive full fringe benefits. A member of the bargaining unit may exercise the option (in writing) for continuance of coverage at the full group rate cost, and without College subsidy, for the period of a leave of over three months.

ARTICLE IX

FEDERATION RIGHTS

A. Rights of the Federation

1. The Federation shall have the right to use college facilities at all reasonable hours for meetings subject to existing rules and regulations governing the use of such facilities. Communication media shall be made available to the Federation for official business. However, the Federation is responsible for expenses like long distance telephone calls.

2. The Board agrees to furnish to the Federation in response to written requests from time to time all available information concerning the financial resources of the district, adopted budgets, Board minutes, and such other information as it may reasonably require, together with such information as may be necessary for the Federation to conduct its legitimate business. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other that that in which it would normally be provided to the Board.

3) The Federation recognizes that the Board has the exclusive right to terminate existing programs, and the exclusive right to approve new programs. However, when new programs are created that generate a need for personnel, upon the Board's approval of the program and prior to implementing the program, the Board agrees that the administration will consult with the Federation on the basis of this contract to evaluate the inclusion or exclusion of such positions from the bargaining unit.

B. Rights of the Instructor

Every instructor shall have the protection of all rights pursuant to Act 379 of the Public Acts of 1965.

1. Public Rights

When the instructor speaks or writes as a citizen, he shall be free from administrative and institutional censorship and discipline. However, the responsibility for clarifying the instructor's position rests on the instructor and statement to the effect that he speaks as a citizen and not in behalf of the institution, shall be included in this communication.

2. Instructional Rights

a. Instructors shall be free to present instructional materials which are considered pertinent to the subject and level taught and consistent with course objectives, and shall present controversial issues in an objective manner. Instructors shall be entitled to freedom of discussion within the classroom on all matters which are considered relevant to the subject matter under study.

b. The use of any mechanical monitor or communications device during the meeting of class shall be with the prior approval of the instructor concerned.

c. The instructor shall be free to request any books, magazines, newspapers, or any other materials to be purchased by the Library in accordance with Board policy and budget limitations.

3. Private Rights

a. Each instructor shall have the right upon request to see the contents of his own personnel file, the only exclusion being confidential employment credentials.

ARTICLE IX (continued)

b. The instructor shall be free to add to his own file any materials from a professional source he feels should be included in his personnel file.

c. No materials shall be added to the file unless the instructor has been notified of such insertion. He will be given an opportunity to examine these materials and will have an opportunity to reply in writing for insertion in his personnel file, if he so chooses.

d. No additional materials shall be included in the instructor's personnel file without due process. The instructor shall have a right to remove materials violative of this section and scandalous or libelous materials by application to the Dean of Instruction when so determined by (1) mutual agreement between the President of the College and the instructor or (2) the Courts.

e. Disciplinary interviews, reprimands, or evaluation reviews of any kind shall be held in private.

f. Any time a complaint is received by the administration or Board, directed toward an instructor, he may be notified and given the opportunity to discuss the complaint with the Dean of Instruction or his designee. If at any time a complaint is received in writing, by the administration or Board, directed toward an instructor, the instructor shall be notified.

g. Instructors shall have the right to join professional organizations at their own expense subject to the laws of the United States and the State of Michigan.

ARTICLE X

FACULTY RESPONSIBILITIES

1. The instructor shall keep well informed with particular attention to the latest developments in his subject area and teaching technology. Each instructor shall teach his assigned courses and develop course content and appropriate instructional materials for the courses he teaches. Each instructor shall prepare yearly an up-to-date outline reflecting changes, if any, for the Dean of Instruction's office. They shall be involved in the planning of disciplinary and, where appropriate, in interdisciplinary programs and courses. They shall attend scheduled college meetings providing these do not conflict with class assignments. Meetings may be called on twenty-four (24) hour notice. When other conflicts exist the instructor shall request of the Dean of Instruction permission to be excused. Vocational instructors shall provide leadership in citizens advisory committee(s) and acquire and/or prepare and use performance objectives at or above minimum standards designated by the State Department of Education.

2. The instructor shall decide upon the means and methods of instruction, however, the final determination of the means and methods shall be made by the Dean of Instruction and Board of Trustees.

3. Instructors are expected to participate in college wide social cultural and professional activites to support student functions.

4. Each instructor will serve as advisor to students. The assignment will be made on a distribution of students in terms of numbers and programs.

5. Each instructor shall be an active member of standing committee(s), North Central and/or ad hoc committee(s), and shall attend and serve as a member of said committees. Failure to attend during vacation periods will not be considered as a violation of the Master Agreement, and will not result in loss of pay.

6. Each instructor is encouraged to share his interest and ability with the community by serving on a speaker's bureau or serving as a resource person.

7. Instructors shall participate in graduation exercises. The cost of academic dress for participation in commencement exercises shall be borne by the college. Any attendance exceptions must be approved by the Dean of Instruction. Instructors will be encouraged to participate in dedications and official college ceremonies.

8. Each instructor shall fulfill routine duties and responsibilities, such as filing grade reports, book orders, equipment orders, etc., necessary for smooth operation of his discipline and the College.

ARTICLE IX (continued)

9. Instructors shall maintain adequate office hours weekly for the academic assistance of students of which a minimum of five (5) hours weekly shall be posted.

10. All instructors shall be the holder of an American Red Cross Basic First Aid Certificate. It shall be the responsibility of the administration to provide release time and instruction necessary to fulfill this requirement.

11. The College day is from 7:00 a.m. to 11:00 p.m. Instructors may be scheduled at any time during this period as requirements are determined. However, except for very unusual situations, no instructor will be scheduled for classes over a period greater than nine (9) hours in any one day except by mutual agreement.

12. An instructor who teaches an evening class which begins after 6:00 p.m. as part of his regular load shall not be assigned, without his consent, a class prior to 9:00 a.m. on a morning of or after he has taught an evening class.

13. If instructors are assigned Saturday classes, such Saturday classes shall be followed by two consecutive calendar days which are free of classes for the affected instructor, unless he shall give his consent otherwise.

14. All absences and reasons for such absences from scheduled duties shall be reported promptly to the Dean of Instruction.

15. In keeping with professional ethics, instructors wishing to resign shall submit their resignation to the President of the College in writing at least sixty (60) days prior to the end of the 2nd semester or April 1, whichever is sooner.

16. Resignations may be accepted at times other than described in paragraph 15 when it is mutually agreed that the action is in the best interest of the individual and the College.

17. Instructors shall keep student daily attendance in furnished grade books.

18. Photocopies of grade books will be turned in to the Dean of Instruction at the end of each semester.

ARTICLE XI

SPECIAL LOADS

Aviation Instructor Load:

An aviation instructor shall work the same contract period as the regular two semester college calendar provides. An aviation instructor shall teach a load not to exceed twenty-six (26) contact hours per week.

Cosmetology Instructor Load:

A cosmetology instructor shall work the same contact period as the regular two-semester college calendar provides. A cosmetology instructor shall teach a load not to exceed twenty-eight (28) contact hours per week.

Data Processing Instructor Load

A data processing instructor shall work a forty-four (44) week contract. Vacations and holidays shall not be included as part of the forty-four (44) week contract. The 35 hour work week shall consist of instructional, developmental, managerial resposibilities in conjunction with the operation of the computer lab and computer systems. The instructional contact hours shall not exceed 20 hours per week.

Developmental English Instructor

The Developmental English Instructor shall work the same contract period as the regular (2 semester) college calendar provides. However, the basic load may be carried with a total of twenty-two (22) contact hours of lab; one class (1) and eighteen contact (18) hours of lab; two (2) classes and fourteen (14) contact hours of lab; or three classes and ten (10) contact hours of lab each semester. Lab hours as stated shall include office hours.

Nursing Instructor Load - Teaching load for full-time nursing faculty positions

A full-time nursing faculty position will include both lecture and clinical teaching responsibilities. A Nursing instructor shall work a forty-four (44) week contract. Vacations and holidays shall not be included as a part of the forty-four (44) week contract.

The 35 hour work week shall consist of instructional, developmental and supervisory activities. The instructional contact hours for a full-time nursing position will not exceed an average of 26 instructional contact hours per week. The average contact hours will be computed beginning with the fall semester of the given academic year and will include the fall, winter and summer semesters.

Vocational Coordinator - Automotive

An automotive instructor shall work a forty-four (44) week contract period. Vacations and holidays shall not be included as a part of the forty-four week contract.

The 35 hour work week shall consist of instructional, developmental, promotional, and managerial/supervisory activities. The instructional contact hours shall not exceed 28 hours per week. Also, the instructional contact hours will not exceed an average of 24 per week. The average contact hours will be computed for a 40 week period by beginning with the fall semester of the academic year; it will include the fall, winter and summer semesters.

Vocational Coordinator - Welding

A welding instructor shall work a forty-four (44) week contract period. Vacations and holidays shall not be included as a part of the forty-four week contract.

The 35 hour work week shall consist of instructional, developmental, promotional, and managerial/supervisory activities.

The instructional contact hours shall not exceed 24 hours per week.

Vocational Coordinator - Electronics

An electronics instructor shall work a forty-four (44) week contract. Vacations and holidays shall not be included as a part of the forty-four (44) week contract.

The 35 hour work week shall consist of instructional, developmental, and promotional activities. The instructional contact hours shall not exceed 21 hours per week.

Vocational Coordinator - Machining or Manufacturing Processes

A manufacturing processes instructor shall work a forty-four (44) week contract period. Vacations and holidays shall not be included as a part of the forty-four week contract.

The 35 hour work week shall consist of instructional, developmental, promotional, and managerial/supervisory activities.

The instructional contact hours shall not exceed 24 hours per week.

Vocational Coordinator - Law Enforcement

A coordinator of law enforcement shall work a forty-four (44) week contract period. Vacations and holidays shall not be included as a part of the forty-four week contract.

The 35 hour work week shall consist of instructional, developmental, promotional, and managerial/supervisory activities.

The instructional contact hours shall not exceed 18 hours per week.

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ARTICLE XII

INSTRUCTIONAL LOAD

A. Instructors, excluding those with special loads, shall have a basic load of ten (10) classes for the regular academic year (fall and winter semesters). This basic load may be carried with five classes each semester or a four-six split, whichever is in the best interest of the College as determined by the administration.

B. In the event that an instructor does not teach ten (10) classes during the regular academic year, he/she will have the option of making up the deficiency by teaching the appropriate number of classes during the summer semester. If there are not sufficient students to offer the compensatory summer classes or an instructor chooses not to make up a deficient load by teaching during the summer semester, the Dean of Instruction will specify an additional teaching assignment during either the fall or winter semester of the following regular academic year. In the event the instructor cannot or chooses not to make up a deficient load in the above manner, there shall be a deduction on the instructor's salary equal to the total number of credit hours taught, divided by the number of classes taught, multiplied by $300.

C. In the event an instructor has a teaching assignment that will involve five (5) preparations, the instructor will be paid 1,000 for the fifth (5th) preparation. The provision shall not apply to an instructor with an overload that requires a fifth (5th) preparation.

D. The administration shall have the exclusive right to determine whether there are sufficient numbers of students in a class for the college to offer the class.

E. Eleven (11) classes during the regular academic year will be considered an overload unless it is a deficiency make-up. Compensation for overloads will be computed by taking the total number of credit hours taught, divided by the number of classes taught, multiplied by $400, times the number of classes over ten (10). If an instructor teaches more than ten (10) classes by teaching either one or two-credit-hour classes, then these classes will be counted as the overload courses. One credit hour over loads will be paid at the rate of $400 a piece and two credit hour overloads will be paid at the rate of $800 each.

F. Adjustments in assignments may be made by mutual consent of the instructor and the College President.

G. Instructors who teach off-campus class assignments as part of their regular assignment shall receive an additional $150 per semester and mileage expenses.

When any faculty member teaches at an off-campus site as well as on the main campus during the same work day, the mileage traveled between the instructor's home and the campus shall be deducted from the mileage traveled to and from the off-campus site.

However, in that the Nursing Program is unique (Nursing as part of their regular assignments frequently teach more contact hours off-campus than on-campus) the following shall apply:

1. Each nursing faculty shall have two home teaching bases.

    a) The first home base shall be the main campus of Kirtland Community College.

    b) The second home base, the clinical base, shall be designated by the administration. A clinical base may be redesignated when it is determined to be in the best interest of the college, by the administration.

2. A teaching assignment at any location other than the two home teaching bases shall be designated as an off-campus assignment.

3. Faculty who assume an off-campus assignment (clinical or classroom) as part of a regular teaching load shall receive:

    a) mileage expenses per board policy.
    b) $150 compensation per site per semester.

H. Summer courses, excluding those taught to make up deficient loads, and those that comprise a 44-week contract, will be compensated separately.

ARTICLE XII (continued)

I. Instructors teaching independent study assignments shall reach mutual agreement on compensation with the Dean of Instruction subject to the approval of the President. Independent study assignments shall not be a part of a regular teaching assignment.

J. Other assignments not covered in A-H and compensation for such assignments may be arranged through mutual consent of the instructor and the College President.

ARTICLE XIII

TEACHING CONDITIONS

The Board of Trustees and the Federation recognize that the availability of optimum school facilities for student and instructor are desirable to insure high quality instruction. It is acknowledged that the primary duty and responsibility of the instructor is to teach and that organization of the college facility should be centered around this objective. However, the mission of the college requires additional commitment on the part of the teaching staff.

A. Where feasible, the Board agrees to provide typing, duplicating, and secretarial facilities to aid instructors in the preparation of instructional material.

B. Where feasible, the Board agrees to provide secretarial services and work-study personnel for purposes of clerical and other instructor designated duties.

C. Where feasible, telephone facilities shall be made available to instructors for college business purposes as determined by the administration.

D. Adequate parking facilities shall be provided within a reasonable distance from instructional facilities and offices.

E. The Board shall provide a room which shall be reserved for use as a faculty lounge--said lounge to be furnished with tables, chairs, lounge furniture, and refrigerator. The lounge shall be used by faculty and guests for lounge purposes only during the instructional day.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. Any claim by the Federation or instructor that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through the procedures set forth herein.

B. All time limits herein shall consist of business days. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform.

C. In the handling and processing of a grievance the following procedure shall apply:

Step 1. Any instructor who believes he has a grievance may present such grievance, on an informal basis, to the Dean of Instruction or his designee. A Federation representative may be present at this informal conference if requested. If the grievance is not resolved, the matter shall be reduced to writing by the grievant(s) and submitted to the Federation.

After review by the Federation, the President of the Federation or his designee may submit the grievance to the Dean of Instruction or his designee.

The grievance must be reduced to writing on approved Grievance Report (Appendix B) and transmitted to the Dean of Instruction or his designee seven (7) days from the time of the discussion between the grievant(s) and the Dean of Instruction or his designee.

No grievance shall be processed unless it is presented at Step One within seven (7) days of its occurrence or knowledge of its occurrence, not to exceed thirty days with the exclusion of issues dealing with rate of pay. Within seven (7) days after the presentation of the written grievance, the Dean of Instruction or his designee shall give his answer in writing to the grievant(s).

Step 2. In the event the grievant(s) is not satisfied with the disposition of his grievance at Step One, within seven (7) days after the date of the Dean of Instruction's or his designee's answer, the Federation may appeal in writing the grievance, for the grievant(s), to the President of the College or his designee. Within seven (7) days after receipt of such request for appeal, the President of the College or his designee shall hold a meeting in an attempt to resolve the grievance. Only the necessary persons to the grievance shall be present at such meeting.

Within seven (7) days upon conclusion of such meeting, the President of the College or his designee shall present the Federation President with a written answer to the grievance.

Step 3. If the grievance is not settled at Step Two, the President of the College will inform the Board within seven (7) days after the date of the answer by the College President in Step Two, of the grievance and that said grievance may be submitted to arbitration.

Step 4. The President of the Federation may refer the matter to arbitration provided that notice to refer the matter is given to the President of the college within seven (7) days from the date of the College President's written decision in Step Two. Within seven (7) days after the date of the written request for arbitration, the President of the College or his designee and the Federation or its designee shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within twenty (20) days from the close of the hearing. The arbitrator's decision shall be final and binding upon the Employer, the Federation, and the employee or employees involved.

The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's right and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement.

The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Employer where the Employer is given discretion by the terms of this Agreement or by the nature of the area in which the Employer was acting. The arbitrator shall not render any recommendation which would require or permit an action in violation of Michigan School Laws.

The arbitrator's fees and expenses shall be shared by the employer and the Federation equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participant.

D. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

E. In the event the alleged grievance involves an order, requirement, etc., the grievant(s) shall fulfill or carry out such an order or requirement, etc., pending the final decision of the grievance.

F. Nothing contained herein shall be construed as limiting the right of any instructor having a grievance to discussing and having it resolved informally with the Employer provided that the Federation be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement.

G. No claim for reimbursement shall exceed the amount the grievant or grievants would otherwise have earned during the period of time the grievance was in existance.

H. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occuring prior to the effective date of this Agreement.

I. Nothing contained herein shall be construed as a waiver or precedent by any action or lack of action taken by the Employer.

J. Only an employee of Kirtland Community College, who is a member of the bargaining unit, as described in Article I, has the right to file a grievance.

ARTICLE XV

PROFESSIONAL IMPROVEMENT

With the recommendation of the Dean of Instruction and approval of the College President, a faculty member may apply credit received for the completion of courses at Kirtland Community College toward advancements on the salary schedule. Approval will be limited to vocational-technical instructors requiring knowledge and skills in a vocational-technical program relating to their teaching responsibilities. Exceptions to the above would be: Basic First Aid, Competency Based Education, and Computer courses, for which all academic as well as vocational-technical instructors will be eligible to apply such credits toward advancement on the salary schedule. No instructor will be allowed to apply more than a total of six credits earned at Kirtland for advancement on the Masters or Masters plus salary schedules.

ARTICLE XVI

EMPLOYMENT PRACTICES

The procedure for professional employment shall be consistent with Board policy as stated in appendix E of the Kirtland Community College Affirmative Action Plan.

A. Hiring Procedure

It shall be the policy of the College to encourage Faculty participation in the selection of professional staff represented by the bargaining unit.

1. When a faculty position is open, members of the respective discipline, who are on campus and are available, shall have the opportunity to review applications, interview candidates, and recommend appointees for the vacancy, with no reference to rank order. However, the Board reserves the right to consider recommendations and applications from other sources.

2. Temporary positions may be filled by one year appointment, (i.e., sabbatical, sick leave, special programs).

3. The preferred minimum educational requirements for full-time instructional personnel shall be a Master's degree and two-year teaching experience; or the equivalent technical education and/or experience.

4. Each instructor who shall be offered a letter of appointment or contract for a position at Kirtland Community College shall be provided with a copy of this agreement. The letter of appointment shall state the title of the position, educational level, and salary range placement.

It is the exclusive right of the administration to determine step placement based upon experience, qualifications, needs of the college, and the market for instructors (supply and demand).

B. Probation - Faculty Newly Employed

1. Faculty newly employed, under the provisions of this agreement, shall have the status of probationary employees for a two academic year period. The Dean of Instruction shall evaluate probationary employees and submit a written evaluation to the instructor and the President of the College. The President of the College, subject to the evaluation, may remove the probationary status or terminate the employment of the probationary employee at the end of the contract year.

ARTICLE XVI (continued)

C. Termination Procedure - (Applies only to non-probationary instructors).

1. An instructor may be dismissed, suspended, or discharged for just cause which shall include, but not be limited to the following:

a. Instructional incompetency.

b. Failure to perform contractual obligations or the willful disregard of Board Policy.

c. Conviction of a felony, or contributing to the delinquency of a minor.

d. Evidence of physical or mental incapacity as determined by an appropriate medical authority.

e. Falsification of information.

f. Participation in a strike.

2. A notice of the intention to terminate a contact must be furnished an instructor at least sixty (60) days prior to time of termination. A written statement of the reasons for termination must accompany this notice.

a. Within twenty (20) calendar days after receipt of this notice, the instructor may request a hearing with the President of the College. This request may be presented to the President of the College or his designee in writing.

b. Such hearing may be held within ten (10) calendar days after the President of the College or his designee has received the request for the hearing. The instructor may be represented by counsel and may call such witnesses as may be deemed necessary. At his option the hearing may be:

(1) A closed hearing.

(2) A hearing with a maximum of three representatives of the faculty in attendance.

(3) Open hearing.

c. The President of the College must furnish the instructor a written decision of the result of the hearing within five (5) calendar days.

ARTICLE XVI continued

d. The Board shall review the results of the hearing and grant an opportunity for the individual to appear before the Board of Trustees at the request of the instructor.

e. The grievance procedure shall not be used as a recourse in termination of employment.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. Any individual contract between the Board and an individual instructor heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract thereafter executed shall be expressly made and subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, during its duration this Agreement shall be controlling.

B. This Agreement supercedes any rules, regulations or practices of Board which shall be contrary to or inconsistent with its terms.

C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Copies of the Agreement for the use of the Faculty Federation membership shall be furnished at the expense of the Board. The cost of producing this agreement for employees, board members, and administrators shall be the responsibility of the Board.

E. Instructors authorized and required to drive their personal automobiles in the course of their work for such things as field trips, surveys, conferences and off campus classes, etc. shall be compensated at the current rate per mile as determined by the Board resolution.

F. Salaries shall be disbursed in bi-weekly payment on a twelve (12) month basis. An instructor who completes his yearly teaching assignment in 10 months or less may request to be paid in bi-weekly payments on a 10 month basis.

G. Faculty members and their spouses and dependent children shall enroll, tuition free, in courses offered by the college with the following limitations:

1. The combined pool for all participating faculty members and their spouses and dependent children shall not exceed $15,000 for tuition at Kirtland in one fiscal year.

2. Application fees, student activity fees, book and class fees must be paid by the recipient of the tuition grant.

3. Participation in tuition free classes must be with no interference with regular employee responsibilities.

H. The Faculty Federation will not engage in or encourage strikes, any work stoppage, or slow-down during the duration of this agreement.

I. The Faculty agrees to comply with all State Laws and regulations regarding the operation of community colleges within the State of Michigan.

J. Selection of proposed textbooks shall be by the instructor within the appropriate discipline and so recommended to the Dean of Instruction. The final decision on the selection of textbooks shall be by the Dean of Instruction.

K. Any item of this contract may be opened to re-negotiation with the mutual consent of both parties.

L. It is understood that the following guidelines shall apply to the instructional calendar for the fall and winter semesters. Unless changes are made mandatory by the State of Michigan:

1. Regular two semester: 168-172 workdays within a 40-week period

   44-Week Load: 220 workdays

2. The start of the fall semester shall occur on or about the 1st of September.

3. Workdays include: instructional days, registration days, orientation days, exam days, records days, in-service days, and graduation days.

4. The College calendar for an academic year, including the summer school session following the academic year, shall originate with the Calendar Committee appointed by the President. The committee will be composed of two (2) Federation members, two (2) administrators, and (1) student. The Calendar Committee's calendar proposal shall be forwarded to the Administrative Advisory Council. The Administrative Advisory Council shall recommend a calendar to the College President. The Board shall make the final determination as to the calendar to be adopted.

ARTICLE XVII (continued)

5. Provisions shall be made for the following Holidays:

Labor Day -------- 1 day
Thanksgiving ----- 2 days - Thursday and Friday
Christmas Day ---- 1 day
New Year's Day --- 1 day
Good Friday ------ 1 day
Memorial Day ----- 1 day
Independence Day - 1 day

M. The Board has the exclusive right to initiate, eliminate, or modify college programs to meet the changing needs of the college and its constituents. It is recognized by both parties that all college programs are under continuing critical review and there is a possibility that current staffing needs and staffing configuration could change. Enrollment factors may also cause adjustment to part-time status.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1988, and shall continue in effect until June 30, 1990. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives.

Signed this 10th day of Nov., 1988
BOARD OF TRUSTEES OF
KIRTLAND COMMUNITY COLLEGE

BY ____________________
Chief Negotiator

____
Vice-Chairman of the Board

Suzanne E. McClellan
Secretary of the Board

Signed this 10th day of Nov., 1988
FEDERATION OF TEACHERS
KIRTLAND COMMUNITY COLLEGE

BY ____________________
Chief Negotiator

Robert K. Shingledecker
President of the Federation

STATEMENT OF ASSURANCE OF COMPLIANCE WITH FEDERAL LAW

Kirtland Community College complies with all Federal laws and regulation prohibiting discrimination and with all requirements and regulations of the U. S. Department of Education. It is the policy of Kirtland Community College that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U. S. Department of Education. The college Title IX and Section 504 Coordinator is Dwight Mc Intyre, Kirtland Community College, 10775 N. St. Helen Road, Roscommon, MI 48653, phone (517) 275-5121. Any questions concerning the above should be referred to the Business Office.

APPENDIX A - CLARIFICATION

Part-time Clinical Nurses - The part-time clinical nurses shall continue to be excluded from the faculty bargaining unit. The definition of a part-time clinical nurse is as follows:

1) The instructor teaches only clinical hours and has no lecture responsibilities over a 40-week period.

2) The instructor teaches only lecture hours (no clinical responsibilities), and these lecture hours do not exceed and average of 8 hours per week over a 40-week period.

3) The instructor teaches both lecture and clinical hours which average less than 20 contact hours per week over a 40 week period. Also, the instructor averages no more than 3 hours of lecture per week over a 40 week period.

Cultural Events Coordinator (Theatre Director)

The Coordinator of Community and Cultural Events is recognized as being supervisory/classified and therefore, is excluded from the Faculty Bargaining Unit.

Supply and Demand - It is recognized that the possibility exists, based upon the needs of the college and supply and demand considerations, that the Board may have to hire a non-degreed or lessor degreed candidate (possibly with less experience) at a higher salary than higher degreed personnel in disciplines where more numerous candidates are available.

Appendix B and C on file with the
Faculty Association and the
Administration

Appendix D

Memorandum of Understanding

This memorandum of understanding executed by and between the Kirtland Community College (hereinafter referred to as the "college"), and the Kirtland Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas, the above mentioned parties agree as follows:

1) That past administrative interpretation for the awarding of a Master's Degree to qualify for Master's + compensation was correct for all past Master Agreements.

2) To modify and clarify this interpretation for the 1988-90 Master Agreement.

3) The purpose of the Master's + Incentive Program is to encourage faculty to keep current in their respective teaching disciplines and to encourage continued growth beyond the academic degree each respective instructor holds.

4) That Master's + 30 hours must be earned after achieving the Master's + 15 level and Master's + 45 must be earned after achieving the Master's + 30 level.

5) It is recognized that course taken after the completion of a Master's Degree would build a more substantial level of preparation and background, and consequently be og greater value to the individual than a pre-degree course of similar content. However, we do agree that concurrent hours earned may apply to Masters + provided these hours have been approved. (see #7).

6) That these concurrent hours be limited to six (6) credit hours and must be earned after the award of a B/A or B/S degree.

7. All administrative approvals must be in writing prior to the successful completion of the course (which must be relevant to the teaching discipline, or of benefit to the college) in order to qualify for compensation on Master's +. Courses included (taken) in a graduate program toward a higher degree than an instructor currently holds, and are earned from an accredited institution, shall be approved by the administration.

MASTER AGREEMENT

BETWEEN

MID MICHIGAN COMMUNITY COLLEGE

FACULTY SENATE, INC., MEA/NEA

AND

BOARD OF TRUSTEES

Mid Michigan Community College

Harrison, Michigan 48625-9447

SCHOOL YEARS

1988-1989, 1989-1990, 1990-1991

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AGREEMENT
Between

Board of Trustees of Mid Michigan Community College
operating under provision of Michigan PA 331 of 1966 as amended

and

Mid Michigan Faculty Senate, Inc., MEA/NEA
at Mid Michigan Community College

THIS AGREEMENT entered into this _____ day of ___________________, _______, by and between the Board of Trustees of Mid Michigan Community College, hereinafter called the Board, and the Mid Michigan Faculty Senate, Inc., MEA/NEA, hereinafter called the Faculty Senate.

WITNESSETH:

WHEREAS the Board and the Faculty Senate recognize and declare that providing quality higher education for youth and adults of this College District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the College professional instructional personnel, and

WHEREAS the members of the faculty are particularly qualified to assist in formulating policies and determining educational programs and

WHEREAS the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act #379, 1965, to negotiate with the Faculty Senate as the representative of the College's full-time professional instructional personnel with respect to salaries and terms and conditions of employment and

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement,

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Faculty Senate as the sole and exclusive negotiating representative for all counselors and as the exclusive negotiating representative for all College professional instructional personnel under contract on a full-time basis (excluding those persons teaching only secondary school and/or continuing education classes or new instructors employed temporarily solely under the provisions of local, state, and/or federally funded projects or grants), on leave, on a per diem basis, or employed or to be employed by the Board (excluding the President and all other employees of the College), all of whom are collectively designated as the Bargaining Unit. The term "faculty/instructor", when used hereinafter in this Agreement, shall refer to all counselors and all full-time professional instructional employees represented by the Faculty Senate in the bargaining unit as above defined, and references to instructors shall include both male and female instructors. The term "faculty/instructor" shall apply to all academic ranks.

ARTICLE II

Faculty Senate and Instructors' Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every full-time professional instructional person shall have the right freely to organize, join, and support the Faculty Senate for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As the duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any instructor in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not be discriminatory toward or against any instructor with respect to hours, wages, or any term or conditions of employment by reason of his/her membership in the Faculty Senate, his/her participation in any activities of the Faculty Senate or collective professional instructional negotiations with the Board, or by his/her institution of any grievance, complaint or proceeding under this Agreement.

B. Nothing contained herein shall be construed to deny or restrict to any instructor rights he/she may have under Michigan laws or other applicable regulations. The rights granted to instructors hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Faculty Senate and its representatives shall have the right to use the College facilities for meetings. No charge shall be made for the Faculty Senate's use of College rooms at all reasonable hours as determined by the Board.

D. Duly authorized representatives of the Faculty Senate shall be permitted to transact official Faculty Senate business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations, nor the usual teaching duties of the faculty.

E. The Faculty Senate shall have the right to use College facilities and equipment, including typewriters, copy machines, calculating machines, computers, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Faculty Senate shall reimburse the College for the cost of using copy machines at the same rate charged to all other units of the College and shall reimburse the College for Association long distance calls.

F. The Faculty Senate shall have the right to post notices of its activities and matters of Faculty Senate concern on faculty area bulletin boards. The Faculty Senate may use the College mail facilities for communications to instructors, administration and students, including mass distribution and shall reimburse the College for postage. No instructor shall be prevented from wearing insignia pins or other identification of membership in the Faculty Senate either on or off school premises.

G. The Board agrees to furnish to the Faculty Senate in response to requests all available public information concerning staffing and financial resources of the College, including but not limited to: annual financial reports and audits, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports and census.

H. Instructors shall be entitled to full rights of citizenship and no religious or political activities of any instructor or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such instructor. (The Code of Ethics of the Education Professional, Appendix A, shall be the basis upon which appropriateness of the instructor's personal behavior shall be judged.)

I. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, religion, ethnic origin, age, sex, handicap, physical characteristics, marital status, or sexual orientation.

J. Membership in the Faculty Senate shall be open to all full-time instructors regardless of race, religion, sex, age, handicap, physical characteristics, marital status, or ethnic origin.

K. The Faculty Senate representative shall be entitled to appear on the agenda of Board meetings if tentative items for discussion have been submitted in writing to the Secretary at least seven (7) days prior to the scheduled meeting.

L. This Agreement shall supersede all policies, rules or regulations of the Board which shall be contrary to or inconsistent with its terms.

M. An instructor shall have all rights of the Bullard-Plawecki Employee Right to Know Act and the right to review the contents of all records of the employer pertaining to said instructor originating after his/her initial employment. An instructor shall have the right to have a representative of the Faculty Senate accompany him/her in such review.

N. After four years from the date of issuance, the employee's record shall be purged of all reprimands, warnings or any other disciplinary action.

O. No material shall be placed in an instructor's personnel file until he/she has been given a copy of said materials. The instructor may submit a signed and dated written attachment to such materials. If the instructor believes the material placed in the file is inappropriate or in error, the material may be corrected or expunged from the file by mutual agreement between the College and the instructor. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The employee may pursue legal remedy prescribed by law. All recommendations, written or oral, from the Personnel Office shall be based on the contents of the instructor's personnel file. There shall be no release of any information in an instructor's personnel file without prior written authorization from that instructor.

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P. If an instructor is requested to sign or initial material to be placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance, shall such signature be interpreted to mean agreement with the material's content.

Q. There shall be only one (1) official personnel file for each instructor.

R. The Board shall grant the Faculty Senate a total of fifteen (15) paid leave days each year for the use of its representatives to conduct Faculty Senate business or to participate in Faculty Senate activities provided that the administrators affected are notified at least two (2) days in advance.

S. Three equated hours per year release time shall be given for the Faculty Senate, Inc., MEA/NEA President and/or one other designated officer provided there is a minimum teaching load of 27 equated hours if one person and a minimum of 28.5 equated hours if two persons.

T. Special conferences between the Association and the College are encouraged for working out mutual problems. Special conferences for various matters will be arranged between the Association President or designated representative and the College through the Personnel Director or designated representative upon request of either party. Such meetings shall be between the representatives of the College and up to four (4) representatives of the Association. More members of the Association may attend by mutual agreement. The time and place for special conferences will be determined by mutual agreement.

1. Arrangement for such special conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The matters taken up at the special conference shall include only those items on the agenda.
2. Special conferences shall be held within ten working days of the request for the conference. The ten-day time limit may be extended by mutual agreement. These meetings shall not be for the purpose of continued negotiations of this Agreement but may be convened for the purpose of clarification and implementation of this Agreement. The special conferences shall in no way be considered a substitute for the Grievance procedure.
3. The College agrees that, unless prevented by circumstances beyond its control, the Association committee shall have sufficient time to study any position to be taken by the College and to consult with the employees involved on any matter in controversy under this Agreement before the committee shall be expected to make a final statement of the Association's position on any such matter.

ARTICLE III

Rights of the Board

A. Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the function of management providing this action is not inconsistent with the terms of this Agreement.

B. The Board shall review and analyze continually the needs of the College so that all programs and expenditures will relate to educational excellence, student needs, community service and quality faculty.

C. The Board of Trustees, in its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all rights, power, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of the United States.

D. The exercise of these rights, powers, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this Agreement, where applicable.

ARTICLE IV
MEMBERSHIP DUES OR FAIR SHARE FEES

A. Proper negotiations and the administration of collective bargaining entail expenses which are appropriately shared by all employees who are beneficiaries of such agreements.

B. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay the fair share fee to the Association, not to exceed the amount of dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than ten (10) working days following deduction. This deduction shall be accompanied by a list of employees from whom deductions have been made.

   1. The Association treasurer shall notify the business office no later than ten (10) days in advance of any change in the amount to be deducted for such expenses.

C. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of Dues, Assessments and Contributions in the Association as established by the Association. Such authorizations shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-twentieth of such dues, assessments and contributions from the regular salary check of the bargaining unit member every two weeks for ten (10) months, beginning in September and ending in June of each year.

D. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

E. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEFSA's MEA sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer providing there are ten (10) or more employees requesting said deduction per payee.

F. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

(a) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

(b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

G. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (January). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification of non-members of the fee for that given school year.

ARTICLE V

Instructor Duties And Responsibilities

1. The Board of Trustees and the Faculty Senate recognize that the principle of professionalism does not lend itself to a fixed number of hours. Education of students is the major responsibility of the institution. Instructors are expected to work within their contracted area of competency so that each student is challenged to achieve and learn. Therefore, the duties and responsibilities of instructors include, but are not limited to, the following.

   A. The instructor shall keep well informed, with particular attention to the latest developments in his/her subject area and teaching technology. Each instructor shall teach his/her assigned courses and develop course content and appropriate instructional materials for the course he/she teaches.

   B. Classes shall meet at the time and place scheduled. Any changes shall have the approval of the Dean of Instruction.

   C. The instructor has the responsibility to provide each student in his/her class with a copy of the course syllabus and learning objectives. The syllabus must be distributed to students by the end of the first week of the class. A copy will be given to the Dean of Instruction by the end of the second week of the class.

The course syllabus must include the following:

- Course title and course number
- Instructor name
- Semester
- Office Location
- Posting of office hours
- Office phone extension
- Required materials to be purchased
- Supplemental materials
- Overall course objective
- A tentative course outline
- Grade determination procedures - identify attendance impact
- Specific safety procedures for all lab classes

D. Instructors shall be responsible for reporting class attendance as requested by the College administration to be in compliance for local, state or federal reporting purposes.

E. General faculty meetings shall be scheduled only when pertinent decisions which affect the entire faculty need to be made and only when these decisions (or surveys) cannot be done by memorandum to the faculty. All faculty meetings shall be scheduled between 9:00 a.m. and 5:00 p.m., Monday through Friday, and shall adjourn no later than 6:00 p.m.

F. Instructors shall be involved in the planning of disciplinary and, where appropriate, interdisciplinary programs and courses.

G. Each instructor shall fulfill routine duties and responsibilities such as filing grade reports, book orders, supplies and materials orders, examination and evaluation of books and materials, checking papers and evaluating student progress, preparing for classes, and keeping inventories up to date, as necessary for the smooth operation of his/her discipline and the College.

H. Instructors are encouraged to participate in College-wide social, cultural, and professional activities to support student functions.

I. Instructors are encouraged to participate in graduation exercises. The cost of academic dress for participation shall be borne by the Institution. Faculty are encouraged to participate in dedications and other official College ceremonies.

J. Instructors shall maintain adequate office hours weekly for the academic assistance of students of which a minimum of four hours shall be posted.

K. Photocopies of grade books (or the original grade books) will be turned in to the Vice President of Instruction and Support Services at the end of each semester or session.

L. The use of College resources, materials, equipment and facilities for the development of any product for the purpose of personal gain may be undertaken only after agreement between the individual and the Board of Trustees.

M. Instructors shall schedule their basic loads, in cooperation with the Dean of Instruction, over a minimum of four days.

N. Vocational-Technical instructors will be assigned to occupational advisory committees in their teaching area.

O. The full-time instructional faculty may participate in the recruitment, selection, and informal evaluation of part-time instructors in their discipline if requested by the appropriate administrator.

P. Counselors shall provide student assessment, academic advising and related counseling services to best meet the needs of the student, and participate in student orientation. In addition, counselors will engage in the gathering, analysis, interpretation and presentation of relevant data. Counselors will also participate in enrollment and registration activities.

2. When not in conflict with their primary obligation to their students and discipline, the faculty recognize the desirability of utilizing their unique talents and position, in a manner to be freely chosen by the instructor, to provide students and the community with educationally related services. These contributions may include but are not limited to Faculty Senate activities, committee assignments, community service, in-service presentations, scholarship and publication, grant writing, evaluation and hiring of faculty, institutional research, student activities, recruitment, academic advising, assessment and graduate follow-up.

ARTICLE VI

WORKING AND EMPLOYMENT CONDITIONS

A. Criteria for full-time employment:

1. Arts, Sciences and Business Program Personnel:

   Arts and Science Teachers - Master's Degree with specialization in the major portion of the area of his/her assignment from an accredited institution. The Master's Degree must be in the subject matter field of employment of the instructor.

   Business Teachers - Bachelor's Degree in major area of teaching assignment and appropriate Master's required within two years of date of initial employment.

2. Nursing Instructors:

   Nursing instructors in all nursing programs must hold a minimum of a Bachelor's Degree in Nursing. Instructors of nursing theory classes in the second level nursing program (RN) must have a Master's Degree of which over one half of that staff shall have a Master's Degree in Nursing.

3. The selection of other new faculty members shall be based on a Bachelor's Degree with specialization in the area of their assignment.

4. In addition to the above, for those occupational education courses which are supported with federal funds, instructors shall meet all education, work experience and licensure requirements established by law. Instructors teaching secondary students in a vocational program which is part of the sending K-12 school district's curriculum shall meet the qualifications as required by the State of Michigan.

5. Counselor Qualifications:

   Counselors shall have a minimum of a Master's Degree in Counseling from an accredited institution.

6. The Board of Trustees recognizes the desirability of employing full-time instructors.

7. The Board of Trustees recognizes the desirability of employing full-time counselors.

B. Basic Load

1. A full-time teaching load shall be an assignment consisting of between 27-30 equated hours for two semesters. Equated hours shall be calculated on a course basis as follows:
   a. Courses consisting of lecture hours only; i.e. ENG 111 3 credit hours (3-0) shall be equal to one equated hour for each hour of instruction. Example: ENG 111 3 credit hours (3-0) = 3 equated hours.
   b. Courses consisting of lecture-lab hours; i.e. AMS 104 3 credit hours (2-2) shall be equated as .75 (75%) of an equated hour for each hour of instruction. Example: AMS 104 3 credit hours (2-2) = 3 equated hours, with the following exception. Lab lecture combinations that result in multiple lab sections shall have the lecture hours equated as one to one. Example: BIO 101 4 credit (3-2) shall be equated as 3 hours lecture 1.5 hours for each lab section.

   c. Courses consisting of only lab hours; i.e. PED courses, shall be equated as .75 of an equated hour.

   d. Clinical assignments shall be equated as .75 of an equated hour.

   e. For those courses in the business division that have a required independent lab component as part of the course's total contact hours, only those contact hours taught by the instructor according to the enrollment period master schedule will be included in the determination of the instructor's basic load.

2. The administration retains the right to assign faculty up to the maximum of these parameters, but no instructor will be forced to teach any overload hours. In making said assignments, the administration shall be limited to eight (8) different preparations except PED courses. Efforts will be made to limit the assignment of no more than three composition courses in a given enrollment period.

3. When low enrollment threatens a program and the instructor(s) and Faculty Senate are notified of such by the Dean of Instruction, an individual instructor may agree in writing to assume additional teaching hours as part of their regular load when they believe it is in the best interest of their program and the College to do so, and upon mutual agreement of the Faculty Senate. This individual written agreement shall be valid for two (2) semester.

4. Instructors will receive $30.00 per credit hour for an independent study class. All independent study arrangements require the approval of the Dean of Instruction, the instructor and the Vice President for Instruction and Support Services.

5. If the minimum annual teaching load is not fulfilled, the instructor affected will be given the opportunity to perform other professional duties as assigned by the administration and/or teaching the appropriate equated hours during the summer session. Said assignments will require the written approval of both the instructor and the Faculty Senate.

6. Full-time instructional personnel shall be afforded every opportunity to fulfill the minimum annual teaching load during the fall and spring semesters

7. Basic Load: ILC Director

   The ILC Director will be assigned a 35-hour-per-week load. Five (5) hours will be designated for program development and review and do not require scheduling. Release for classroom teaching considered part of the Director's basic load will be at a ratio of two (2) hours release time for each hour of classroom time. Classroom assignments can be considered as a part of the basic load or as supplemental assignments at the discretion of the Director. Release time from scheduled hours for supplemental teaching and non-teaching assignments will be mutually agreed upon by the Director and the Vice President for Instruction and Support Services.

8. Basic Load: Counselor

   Each counselor will be assigned a 35-hour-per-week work load for 40 weeks. Release for classroom teaching considered a part of the counselor's basic load will be at a ratio of two (2) hours release time for each hour of classroom time. Classroom assignments can be considered as a part of the basic load or as a supplemental assignment at the discretion of the counselor.

C. 1. Year: The calendar shall be developed cooperatively by the Faculty Senate and the Board, and will be an Appendix to this Agreement when finalized.

2. In the event that "Acts of God" force the closure of the College or result in the cancellation of classes, bargaining unit members shall be excused from reporting to duty without loss of pay. Only classes missed during exam week may be rescheduled. The Faculty Senate will be apprised of College plans to reschedule these days missed during exam week. Rescheduled days will be considered a normal part of the instructor's contractual obligation.

3. Week: The college week shall be developed cooperatively by Board and the Faculty Senate. Assignment to Saturday classes shall only be made with the consent of the instructor. If an instructor accepts assignment for Saturday classes, he/she will be granted two consecutive days free of classes and office assignment during the calendar week.

4. Day: The college day shall be developed cooperatively by the Board and the Faculty Senate. The assignment of any instructor shall span no more than 12 hours from the beginning of the first class to the end of the last class in the same day. There shall be at least 12 hours between the end of the last class of the day and the beginning of the first class the next day. Evening class/es from 6:00 p.m. shall be assigned to an instructor no more than two evenings per week without his/her prior consent.

   Exceptions to the above will be arranged by mutual agreement of the instructor and administration. Class periods will be 55 minutes in duration during the fall and spring semesters. Nursing faculty may be assigned to either the 7:00 - 3:00 or 3:00 - 11:00 shift times available at the participating hospitals upon advance notice to the faculty members.

5. After the appropriate administrator determines the need for counseling coverage, a master schedule for counselor utilization will be devised and updated each academic year by the administrator and the counseling staff.

6. Scheduling: Faculty representation shall be involved in scheduling classes. This includes, but is not limited to, number of sections, hours to be offered, times, site, dates, room assignment, and assignment of full-time faculty. Where a qualified full-time faculty member exists, they shall be given preference over any part-time instructor in the scheduling process.

7. Assignment of courses at other than the Harrison and Mt. Pleasant sites shall be made only to complete an instructor load, and with the approval of the instructor and the Faculty Senate. This provision shall not restrict assignment to clinical sites.

8. Team teaching will conform to the following guidelines.

   a. Said assignment will only take place with the approval of the instructor.

   b. An instructor is only eligible for one assignment per academic year.

   c. A maximum of three instructors to a class.

   d. Team teaching shall be equated at .75 (75%) of the equated value of each class.

D. **Class Size:**

1. Maximum students in ENG 101, 111, and 222 courses will be 22 and a maximum of 22 in Speech Fundamentals and Vocational-Technical classes where possible. Nursing and Clinical Lab enrollments will satisfy State Board of Nursing recommendation or requirements where said requirements exist.

2. For the purpose of determining class sizes, individual instructors will meet with their appropriate administrator and seek to adjust class sizes to best meet the objectives of the course.

3. The number of students in any laboratory or instructional area shall not exceed the number of fixed stations, seats, or exceed safety standards as determined by the instructor and/or other agencies so empowered.

4. The administration shall have the exclusive right to determine whether there are sufficient numbers of students in a class for the College to offer that class. There shall be no institutional drops prior to count day of classes having an enrollment of 12 or more students.

5. Occasionally, educational technology, nature of the classroom instruction, limited class size, etc., make it possible and feasible to combine several classes into one schedule time-block/s. The combining of courses shall be done with the agreement of the instructor involved. When different courses are intentionally combined in the same time-block/s, the following limitations will apply:

    a. The courses shall be similar in nature;
    b. No more than three courses shall be combined;
    c. No more than 27 students will be enrolled;
    d. Instructor credit toward annual load shall equal the highest equated hour granted for one of the courses.

E. **Course Preparation:**

A course preparation is defined to be an activity which is published in the catalog, i.e., a course number and description; a course developed by the Curriculum Committee but not included in the latest catalog.

F. **Student Advising/Registration:**

1. Instructors necessary in number as determined by the administration will be available for those activities held during the official registration period up to a maximum of six (6) hours par academic year.

G. Sponsorship of Student Activities:

1. Sponsorship of all student clubs and organizations shall be on a voluntary basis.

2. A full-time instructor may accept, in writing, extra-contractual assignments, on a semester-to-semester basis, and will be issued a supplemental contract for these activities. The activities will be distinct from courses identified in the College catalog.

H. Teaching Facilities:

1. The Board shall provide office space and equipment for each instructor. The Board recognizes the desirability of providing each faculty office with a personal computer. It likewise recognizes the desirability of providing counselors with offices suitable for holding confidential consultations and avoiding undesired interruptions.

2. The Board shall provide the following supplies for each instructor: laboratory coats for lab science and allied health instructors, shop coats and safety glasses for vocational-technical education instructors. The College will reimburse vocational-technical instructors for the difference between prescription safety glasses and regular prescription glasses provided adequate documentation is presented.

3. Adequate secretarial assistance shall be provided for instructors.

I. Faculty Parking:

1. The Board shall provide adequate, controlled access, lighted, paved parking facilities, properly maintained, for those full-time instructors so desiring.

2. An access card to the controlled area shall be provided upon payment of an initial fee of $25.00 and subsequent annual renewal fees of $20.00 by September 15.

    a. Starting with the fourth year of continuous holding of a paid card, the instructor will be provided a card at no cost.

3. Cost for replacement cards shall be $5.00.

4. Upon return of an individual's card, a $5.00 refund will be distributed.

5. There shall be no proration for partial year usage.

6. All College personnel using the controlled access area shall be charged the above stated fees.

7. Cars unlawfully utilizing the area shall be towed away at the owner's expense.

J. Vacancies: A vacancy shall be defined as a newly created position or a present position which is not filled or anticipated to be open in the future.

1. Notice of any professional position vacancy, administrative or faculty, shall be circulated to the members of the faculty in sufficient time prior to its publication elsewhere and prior to being filled.

2. During the summer months, the College will mail the posting notice ten (10) work days prior to publication elsewhere to instructors requesting such mailings.

3. All instructors who apply for a position and meet the qualification requirements listed on the posting shall be interviewed for the position.

4. All applicants for such openings shall be notified of the disposition of their applications prior to the publication of the name of the successful applicant.

K. Academic Freedom:

1. The instructor shall have the freedom to report the truth as he/she sees it both in the classroom and in reports of research activities. There shall be no restraints which would impair the instructor's ability to present his/her subject matter in this context. The instructor shall be guided by the highest professional standards of his/her discipline in selecting instructional methodology.

2. Both the Employer and Faculty Senate, recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and democratic tradition and an appreciation of individual personality are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint and in which academic freedom for teacher and student is guaranteed. No special limitation shall be placed upon study and investigation of facts and ideas concerning humankind, the physical and biological world or other branches of learning within curriculum guidelines approved pursuant to this Agreement.

3. All instructional materials, methods, lesson plans or other creative or copyrightable work, written, composed, created or devised by a bargaining unit member during his or her employment remain the property of such member. It is recognized that any such creative material required by the Administration will be provided in a timely manner and at no cost.

L. Faculty Handbook:

A Faculty Handbook shall be developed jointly by an Administrative-Faculty Senate Committee and shall begin within one (1) month of Ratification. Revisions may be effected at any time in the duration of this Agreement. The Handbook and revisions thereto require the ratification of the Board and Faculty Senate to become operative. Said document shall become an appendix to this agreement. (Appendix L)

M. Curriculum Committee:

1. The Curriculum Committee for MMCC will be composed of the Vice President of Instruction and Support Services, the Dean of Instruction, the Director of Health Education, the Director of Student Enrollment and Support Services, the Director of Continuing Education/Community Services, eight (8) faculty members to be selected based upon a proration of the division's faculty to the total full-time faculty. However each instructional division must be represented on the Committee. Faculty selection will be done by the Faculty Senate.

   a. Arts and Sciences
   b. Business/Secretarial
   c. Health
   d. Occupational/Technical
   e. Counseling

   The Vice President of Instruction and Support Services shall serve as Chairperson.

2. The Curriculum Committee will function to discuss changes in the curricula; meet regularly; and issue a summary of each meeting and conclusions or recommendations to faculty, administration and Board of Trustees (when appropriate) at the next regular meeting.

3. All Curriculum Committee recommended changes in course offerings shall require the final approval of the College President.

4. All Curriculum Committee recommended certificate or associate degree changes shall require the final approval of the Board of Trustees.

N. Civil Rights:

Any activities by any member of the faculty in the public sector shall not affect in any way his/her employment with the Institution even where such activities may involve the citizen's right to criticize the operation of the Institution; however, this does not allow an instructor to willfully violate his contractual duties.

O. Field Trips:

1. A field trip shall be defined as an educational activity which requires students and faculty members to leave the Campus. The College shall supply transportation, if available, for all such trips. In a normal situation an instructor shall make his/her request for trip authorization ten (10) days in advance to the appropriate administrator.

2. If the College requests that the faculty member use his/her own transportation and the faculty member agrees, he/she shall be reimbursed at the prevailing administrative rate or 23 cents per mile, whichever is greater.

P. Division Heads:

The College administration can, at its discretion, determine annually the desirability of maintaining division heads as a component of instructional organization. For each year of this Agreement that the College administration elects to maintain the division head structure, the following conditions will apply:

1. The division areas are:

    a. Arts & Sciences
    b. Business/Secretarial
    c. Health
    d. Occupational/Technical
    e. Counseling

2. Division Heads shall be elected by the members of their Division, and must be a full-time instructor in that division, and must be approved by the appropriate administrator.

3. The term of assignment to the position of Division Head shall be for one (1) academic year with a one (1) year extension if approved by the appropriate administrator and upon re-election by the Division.

4. The teaching load of Division Heads shall be reduced by one (1) equated hour for every three (3) hours of administrative duties.

5. Division Head duties shall coincide with the contractual two-semester academic calendar year (which includes a faculty in-service and/or orientation week). Additional duties beyond the contractual two-semester academic year shall be reimbursed at the rate of $168.12 per eight-hour day. The appropriate administrator shall determine the number of days required for Division Heads to work (if any) during the two weeks prior to the beginning of the fall academic calendar semester, the week prior to the spring academic calendar semester, and the one week following the conclusion of the spring semester.

6. The job description for Division Heads is as follows. The Division Head of each assigned division will facilitate the delivery of quality instruction through the coordination of faculty, administration, curriculum, schedule and instructional needs assessment in consultation with divisional faculty. The Division Head is a full-time faculty member of the College who has been designated to serve a given division.

Q. No exceptions to these conditions of employment will be accepted without written approval of the faculty member involved and the Faculty Senate, Inc. MEA/NEA.

ARTICLE VII

SAFETY AND HEALTH

A. Safety:

1. Instructors shall not be expected to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. If an instructor reasonably believes that unsafe or hazardous work conditions exist in his/her work area, or that he/she is being required to perform tasks or operate a vehicle or other machinery which endanger his/her health, safety or well-being, that instructor may immediately refuse to continue to be exposed to said unsafe or hazardous condition and shall immediately request that the safety committee (comprised of two administrators and two faculty members) investigate the condition and if said committee concurs with the instructor then MMCC shall: (a) immediately provide to that instructor an alternative work site free of unsafe or hazardous conditions or if no such work site is available, then MMCC shall: (b) immediately permit that instructor to cease working and then MMCC shall pay to that instructor his/her regular compensation until MMCC is able to provide a safe and hazardous-free work site. An instructor's reasonable belief that any of the prohibited work conditions enumerated herein exist, that instructor's refusal to be exposed to said prohibited work condition shall not constitute insubordination nor in any manner subject said instructor to discipline.

2. Smoking will be permitted in faculty offices, student lounges, and other designated areas. For shared offices, if at least one person is a non-smoker, the entire office shall be classified as non-smoking. The other designated areas are to be determined by the Campus Safety Officer.

3. Infectious Diseases:

   a. Infectious diseases shall be as defined by the Michigan Department of Public Health (Section 2843b of Act No. 368 of Public Acts of 1978 as amended in 1986 by Emergency Rule [333.28436]) recognized that students with acute infectious communicable diseases will be excluded from MMCC pursuant to rules promulgated by the Department of Public Health. In the event the Board of Trustees revises the Board policies dealing with communicable diseases, MMCC will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policies as they impact on the working conditions and health and safety of bargaining unit members.

b. In the event that a student with an ongoing or chronic infectious disease is allowed, by policy or by law, to attend MMCC, all instructors potentially having contact with the student shall be notified in advance by the Director of Student Enrollment and Support Services of the infectious condition upon the return of the student to MMCC. MMCC shall provide in-service instruction in disease transmission and education to prevent further spread of disease to members coming into contact with students having such infectious diseases.

c. In the event the instructor contracts an infectious disease through casual contact with a student, and if in the opinion of two physicians selected by instructor and paid by MMCC, said casual contact is the likely cause of the instructor's infectious disease, it shall be deemed to have resulted from the instructor's employment and any resulting absences shall not be charged against the instructor's sick days. MMCC shall pay to such instructor the difference between his/her salary with all fringe benefits, and benefits received under the Worker's Compensation Act for the duration of such absence or such instructor shall receive long term disability benefits.

d. An instructor contracting an infectious disease shall have no fewer rights to continue employment with the employer than the rights afforded to a student with an infectious disease to attend MMCC.

5. Alcoholism and Drug Abuse:

a. During the term of this Agreement, the Employer will not engage in the testing of instructors through the taking of blood, urine, or breath samples in order to determine if they are working under the influence of alcohol or drugs. In particular, the Employer agrees not to perform or require random testing, pre-employment testing, testing prior to promotion or the award of tenure, periodic testing or testing as part of any physical or psychological examinations otherwise required. The failure or refusal of an instructor to submit to such testing will not be grounds for discipline.

b. The Association and the MMCC jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.

c. An instructor, while successfully participating in an alcohol or drug abuse program, shall not be subject to discharge or discipline for alleged alcohol and/or drug abuse or for acts/omissions connected with such alleged abuse. The Employer's determination that an instructor is not successfully participating in the program shall be subject to the grievance-arbitration procedure found elsewhere in this Agreement.

d. No adverse effects to the instructor's status shall result based upon diagnosis itself or request for treatment. However, if the instructor refuses to accept diagnosis and treatment, or fails to respond to treatment, and the result of such refusal or failure is such that job performance or appropriate behavior on the job is affected, that instructor will be subject to discipline.

e. The parties concern is limited to alcoholism and drug abuse problems which cause poor attendance and/or unsatisfactory performance on the job.

f. MMCC agrees that any instructor with an alcohol or drug abuse problem who requests diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.

g. When an administrator observes an instructor experiencing difficulties in maintaining his/her performance and those difficulties, in the opinion of the administrator, are due to alcohol and/or drug abuse, he/she will discuss the apparent difficulties with the instructor at a specially scheduled interview. The instructor shall be afforded the right to have appropriate Association representative(s) present at such interview. In all instances, the Association representative(s) shall be notified in advance that such an interview is scheduled.

h. All reports of actual or alleged alcohol and/or drug abuse shall be promptly reported to the respective instructor.

ARTICLE VIII

Faculty Benefits

A. Leaves of Absence:

1. Sick Leave: At the beginning of each school year each instructor shall be credited with a five (5) day sick leave allowance to be used for absences caused by illness or physical disability of the instructor. Then, beginning with the month of November, each instructor will earn one (1) day of sick leave for each month through May he/she is in the employment of the College. The unused portion of such allowance shall accumulate to 150 days. Instructors absent because of illness or physical disability will cause the fact to be reported to the Dean of Instruction's office in advance of the next assigned obligation.

2. Bereavement:

   a. Death in the immediate family: The instructor may take a maximum of three (3) days per death. Immediate family shall be interpreted as husband, wife, co-habitors, mother, father, brother, sister, children, grandchildren, father- and mother-in-law, and grandparents.

   b. Absence for bereavement beyond the allowance specified in Section 2.a. shall be considered personal leave.

   c. Bereavement leave shall not be deducted from vacation days or holidays.

3. **Family Illness:** In case of critical illness of a member of the employee's immediate family as defined in Section A.2.a., a maximum of six (6) days per year will be granted with pay. Additional days may be granted upon request.

4. **Personal Leave:** Each faculty member shall be granted two days per contract year for personal use.

5. **Legal Leave:** The faculty member shall be excused from work for jury service or if he/she is subpoenaed as a witness by any body empowered by law to compel attendance by subpoena. Such faculty member will receive his/her regular College pay and reimburse the College for any revenue received from such jury duty.

6. **Sabbatical Leave:** The Board, upon recommendation of the Faculty Senate, shall grant sabbatical leaves of absence for full-time faculty members in accordance with the following specific provisions:

   a. Faculty members shall be eligible for sabbatical leave with pay after each seven (7) years of continuous service at the College. The number of sabbatical leaves during the term of this contract shall be limited to two (2) faculty members each year, and seniority in service shall be considered in the granting of such leave.

   b. The sabbatical leave shall be no longer than a period of two (2) consecutive semesters; it may, at the option of the applying member be one semester in length or the two (2) consecutive semesters may be taken over a period of three (3) consecutive summer sessions.

c. The salary for the sabbatical leave will be half-pay for two (2) semesters, or full pay for one (1) semester or one-third pay for each of the three summers under provisions of 6.b.. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been placed had he/she taught in the College during the period.

d. See Guidelines for Sabbatical Leave in Appendix H .

e. A position on the staff shall be available to the faculty member upon his/her return from sabbatical leave.

f. A faculty member who receives a sabbatical leave shall return to the College for a period of two (2) years.

7. Unpaid Leaves of Absence:

a. A leave of absence of up to two (2) years may be granted to any faculty member upon application for the purpose of advanced study. Upon request the Board may extend such leave beyond the two (2) year limit if it so desires.

b. A leave of absence of up to two (2) years may be granted to any faculty member upon application for the purpose of participating in exchange teaching programs in other states, territories or countries, or a cultural program related to his/her professional responsibilities, provided that said faculty member states his/her intention to return to this College.

c. A military leave of absence shall be granted to any faculty member who shall be inducted or who shall enlist for one enlistment period for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the United States Armed Forces during the periods of crises or emergencies. Upon return from such leave, in accordance with the requirements of such applicable law for the retention of re-employment rights, a faculty member shall be placed at the same position on the salary schedule that he/she would have been had he/she taught in the College during such period.

d. A leave of absence of up to two years shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional association or on its staff. Upon request the Board may extend such leave beyond the two-year limit if it so desires.

e. A faculty member who is elected or appointed to a political office which requires his/her absence from duty with the College for an extended period of time shall be granted a political leave of absence without pay. Should he/she be re-elected or re-appointed to the same political office for an ensuing term, or elected or appointed to a different political office for an ensuing term, his/her leave of absence shall be terminated. A leave of absence for one semester, without pay, shall be granted to any faculty member upon application for the purpose of running for public office.

f. Child care leave shall be granted for no more than two academic years to a faculty member upon his/her request. The faculty member will be able to return to his/her former position upon completion of the leave period. This leave will be without pay. Fringe benefits shall be provided for the first sixty (60) days of this leave. Faculty members on child care leave will not accrue seniority while on such leave.

g. It is recognized that unlike a child care leave, a child birth leave is to be treated the same as any other physical disability in that the faculty member may choose to utilize her accumulated sick days and then her paid or unpaid disability leave benefits for the duration of the physical disability.

h. Mutual consent leave shall be granted to a faculty member upon his/her request if it is mutually agreeable to the faculty member and the Board. Such leaves shall be granted for not less than one semester nor more than two semesters. At the end of the leave period, the faculty member will be able to return to his/her former position or similar position. Such leave may or may not be without pay and fringe benefits.

i. A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits while on leave.

j. Faculty members on unpaid leave will have priority to return to their former position.

k. After twelve (12) months of continuous employment, a disability leave without pay may be requested by the instructor from the Vice President of Instruction and Support Services. Accumulated sick leave must be used prior to the disability leave. Leave may be granted on the approval of the President and the Board of Trustees. Disability leave may be up to ninety calendar days in length, with fringe benefits covered.

l. In the event any instructor receives benefits at College expense while on unpaid leave and does not return to the College for duty at the end of such leave, he/she shall reimburse the College for such expenses. The Board may require a signed statement to this effect prior to granting such leave. This requirement may be waived at the Board's option.

8. Temporary full-time instructors may be hired by the Board as replacements for instructors on approved paid or unpaid leaves of absence up to a period of two academic years.

B. Professional Improvement:

1. Time may be made available to each faculty member to attend professional conferences. Those conferences approved by the administration shall be fully reimbursed for reasonable expenses within the scope of the approved Board of Trustee's budget, and will be granted on a rotating basis.

2. The Board of Trustees will pay $100.00 per credit hour (or actual tuition rate, if lower) on the first payday of the following semester to full-time faculty for successful completion of course work directly related to their subject matter field of employment after the completion of the minimum requirement for full-time employment upon presentation of tuition payment receipt and grade report.

3. The Board of Trustees shall provide tuition grants including required course fees at MMCC, as approved by the Board, for full-time instructional personnel, spouse and dependent children provided a 2.0 g.p.a. is maintained, up to a maximum of 62 semester hours or completion of a certificate or degree program.

C. 1. Life Insurance:

a. The Board of Trustees shall provide $50,000 group term life insurance plus $50,000 AD&D for each full-time faculty member. Coverage will be reduced by 35% upon attainment of age 65 and terminate at age 70 or retirement. The individual faculty member may elect, at his/her expense, additional group life term insurance subject to insurability. Benefits shall be payable to the employee's designated beneficiary.

b. Dependent life insurance in the amount of $2,000 for spouse and $2,000 for dependent child will be available, at the expense of the employee, on an optional basis.

2. Group Health Insurance:

   a. The Board shall provide Blue Cross/Blue Shield Health insurance for a twelve (12) month period for each member of the faculty and his/her eligible dependents. The coverage shall include: Comprehensive Hospital with Semi-Private Room and Riders D45 NM, F & SA, Michigan Variable Fee I with Riders FC, SD & COB-3, ML, FAE-RC, P.D.P. $2.00; Master Medical Option 2; Over 65 Option 2-1

   b. The Board shall provide Delta Dental Insurance program for each employee and dependents; coverage shall include the 75%-25% co-payment plan, the 50%-50% bridges and dentures plan.

   c. The Board shall provide VSP-2 Optical Insurance for all full-time faculty, bargaining unit members only.

3. Salary Continuation: The Board shall provide, without cost to the instructor, insurance providing a plan of salary continuation in the event of long-term sickness or disability. Such plan to provide 66-2/3% of each individual's salary shall be guaranteed up to a maximum of $500 per week ($2,000 per month) commencing with the 61st consecutive day of disability and extending to age 65 if disability occurs prior to age 60, between ages 60-64 for 5 years.

D. Bookstore Discounts:

All faculty and retired faculty members shall be given 20 percent discount on all purchases in the College Bookstore for personal use only but this discount shall not be less than the cost.

E. College Events: Tickets are to be supplied to faculty and retired faculty members, upon request, for all College-sponsored student activities such as basketball games, plays, etc., held on campus.

F. Physical Examinations and Inoculations: Examinations and inoculations required by the Board shall be paid for by the Board.

ARTICLE IX

Grievance Procedure

A. A grievance is a claim or complaint by a faculty member or group of faculty members of the Faculty Senate, hereinafter referred to as a "Grievant", based upon an event which affects a condition of employment, discipline or discharge, and/or alleged violation, misrepresentation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board of Trustees. The above definition shall be applicable only through Section H of this Article..

B. STEP ONE

In the event that a faculty member or group of faculty members or the Faculty Senate believes they have a basis for a grievance, he/she or they shall first informally discuss the grievance with the Dean of Instruction or the appropriate administrator.

C. If, as the result of the informal discussion with the Dean of Instruction or administrator, a grievance still exists, the Grievant may, invoke the formal grievance procedure on the form set forth in Appendix C, signed by the Grievant and the Faculty Senate. Two copies of the grievance shall be filed with the Dean of Instruction. If a written grievance has not been filed within thirty (30) teaching days after the Grievant knew or should have known of the act or condition on which the grievance is based, then the grievance shall be deemed as waived.

D. STEP TWO

If the Grievant and the Faculty Senate are not satisfied with the disposition of the grievance by the Dean of Instruction, or if no disposition has been made within five (5) working days, the grievance may be submitted to the Vice President of Instruction and Support Services or such disposition will be deemed satisfactory. Within five (5) working days from the date of filing, the Vice President of Instruction and Support Services shall indicate his/her disposition of the grievance.

E. STEP THREE

If the Grievant and the Faculty Senate are not satisfied with the disposition of the grievance by the Vice President of Instruction and Support Services, or if no disposition has been made within five (5) working days, the grievance may be submitted to the President or his/her designee or such disposition will be deemed satisfactory.

F. Within five (5) working days from the date of filing with the President, the President or his/her designee shall meet with the Grievant and the Faculty Senate at such date, time, and place as is mutually agreeable in an effort to resolve the grievance.

G. STEP FOUR

If the Faculty Senate is not satisfied with the disposition of the grievance by the President or his/her designee or if no disposition has been made within five (5) working days, the grievance may be submitted to mediation through the State of Michigan Employee Relations Commission. This step shall be completed within three (3) calendar weeks from the date of submittal to the indication of disposition.

H. Section I of this Article shall be applicable and utilized only for a grievance which shall be limited by definition to mean an alleged violation, misrepresentation or misapplication of this Master Agreement.

I. STEP FIVE

If no agreement is reached through mediation, the Faculty Senate only, and not an individual faculty member, may submit the grievance for arbitration with the American Arbitration Association. The Board and the Faculty Senate shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any Court of competent jurisdiction.

J. The fees and expenses of the arbitrator shall be shared equally by the Board and the Faculty Senate. The expenses and compensation for attendance of any employee, witness or participant in the arbitration shall be paid by the party calling such employee or witness or requesting such participant.

K. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

L. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants and shall be available to the Faculty Senate.

M. It is agreed that the aggrieved party and the Faculty Senate shall be furnished with any information in the possession of the Board of Trustees necessary for the processing of any grievance or complaint.

N. If a Grievant has a grievance which he/she wishes to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Faculty Senate and an opportunity for a Faculty Senate representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the faculty members shall be the sole responsibility of the Faculty Senate.

O. A grievance may be withdrawn at any level. However, if, in the judgment of the Faculty Senate, the grievance affects the welfare of the faculty, the grievance may continue to be processed as a grievance by the Faculty Senate.

ARTICLE X

Professional Behavior

A. The Code of Ethics of the Education Profession is considered by the Faculty Senate and the Board as acceptable criteria of professional behavior. The Faculty Senate shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

B. No bargaining unit member shall be disciplined without just cause or without being accorded due process. The term "discipline" as used in this agreement includes written warnings; reprimands; suspensions with or without pay; reduction in rank, compensation, or occupational advantage and discharge; or other action of a disciplinary nature.

C. A faculty member shall at all times be entitled to have present a representative of the Faculty Senate when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to faculty until such representative of the Faculty Senate is present.

D. The employee shall sign and receive a copy of each disciplinary action. The signing of this document is not to be construed as an admission of guilt but only as an acknowledgment that such action exists. In imposing any sanction on a current charge, MMCC shall not take into account any prior infraction which occurred more than two (2) years previous to the date of the occurrence of the event on which the current charge is based.

E. Suspension may occur while discipline is pending. The Instructor's pay shall not be interrupted nor reduced while discipline is pending.

F. No student, parental, citizen, or College personnel complaints originating after initial employment will be placed in an instructor's personnel file unless the instructor has had an opportunity to review the material. Complaints against the instructor shall be put in writing with name of the complainant(s). The administrator shall attach to the complaint a written explanation of all administrative action taken and administrative expectations (if any) of the instructor. The instructor may submit a written notation or reply regarding any complaint, and the same shall be attached to the file copy of the material in question. When complaint material is to be placed in an instructor's file, the affected instructor shall be given the opportunity to review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE XI

Employment Practices

A. Probationary Instructors:

1. Newly employed instructors with less than two years' teaching experience shall be on a probationary status for each of the first two years an individual may be employed at MMCC. Newly employed instructors with at least two years' teaching experience with one employer shall be on a probationary status for one (1) year. The probationary period of an instructor may be extended for no more than one (1) year by mutual agreement of the Vice President of Instruction and Support Services and the Faculty Senate. During the probationary period the instructor shall be evaluated each semester with the evaluation periods coming after mid-term. Said evaluation shall follow the evaluation procedures in the ratified Faculty Handbook. All provisions of this contract apply to probationary instructors with the following exceptions:
    a. While probationary instructors shall be allowed to retain rank and position during unpaid leaves, they shall not be allowed to improve their seniority or move from probationary to continuing status during such leaves.
    b. The retraining provisions of the contract do not apply to probationary instructors.
    c. Section G of this article (Employment Termination Procedures) apply to probationary instructors with the following exceptions:

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1) In the event of termination, the probationary instructor shall be notified of said intent to terminate his/her employment no later than thirty (30) calendar days before the termination. Said notice of intent to terminate shall contain the reason or reasons why his/her performance was unsatisfactory.

2) Section G, 2, g does not apply to probationary instructors.

B. Individual contracts for all returning instructors shall be issued within seven (7) calendar days from the date of ratification of this Agreement and within seven (7) calendar days prior to the first day of classes for subsequent academic years.

C. Faculty Evaluation:

The Board of Trustees supports an educational environment which has inherently related to it an on-going evaluation of its personnel. This process should be regular and maintain as its overall objective the improvement of performance by all elements functioning in the Institution. The criteria and instruments of evaluation will be developed jointly between the Faculty Senate and the administration, and only those criteria and instruments shall be used to evaluate faculty. Until such time as new evaluation instruments and criteria are developed as part of the ratified Faculty Handbook (Appendix L), the present criteria and instruments shall be used. (Appendix K) (Appendix K & L not Includen herein)

D. Lay-Off:

If part or all of a full-time teaching assignment will be eliminated by projected revisions or deletions of programs, or for enrollment declines, the administration will reassign full-time instructors to other areas for which they are qualified, or provide them the opportunity to continue their employment, temporarily and if feasible in the interest of the Institution, if available.

Changes in assignment of full-time faculty within a department, re-assignments, reductions, or recall will be made with priority to longest seniority. Seniority shall be determined by earliest date of full-time instructor appointment, and will continue during all Board-approved leaves. In no instance will part-time faculty be retained or employed in the discipline involved at the expense of eliminating a full-time position.

E. Recall: No new appointments shall be made, nor any new person hired to fill any vacancy or newly created position while there are available Faculty Senate instructors laid off by the College, who are qualified to fill the vacancies or new positions, unless all available and qualified instructors laid off within the previous five years notify the President of the College within 30 calendar days of recall notification that they will not accept the available position. The most seniored, laid-off, qualified instructor shall be offered the position first. Recall shall be in order of seniority of the laid-off instructors. The College has no responsibility to contact instructors who do not leave a current forwarding address on file with the personnel office.

F. **Full-Time Faculty Retraining:** When there is no general decline in student population nor a decrease in revenue, but where there is staff reduction because of program modification, course deletion, or decrease in enrollment affecting a particular area or course of study, the faculty affected shall have the right to retrain according to the conditions described below:

1. The faculty member subject to staff reduction shall be promptly notified of such, and he/she shall indicate within thirty (30) days in writing his/her intent to retrain. Such declaration of intent shall be accompanied by a plan of study subject to the approval of the Board upon recommendation by the President.
2. The period of time granted to retrain shall not exceed two semesters.
3. The Board agrees to accept retrained teachers to fill positions for which they have become qualified and such re-employment shall not result in loss of salary or College seniority.
4. Should the position previously held by a retrained teacher become available again, he/she shall have the right to it with no loss of College or area seniority.
5. Faculty members applying for a retraining leave shall receive first priority under the Sabbatical Leave provision.
6. All provisions of the Sabbatical Leave policy will apply.

G. Employment Termination Procedures:

1. Recommendations for termination of employment of an instructor shall be made in writing by the Vice President for Instruction and Support Services to the College President and the instructor no later than March 1.

2. The following discharge review process will be initiated by the College President within forty-eight hours from date of receiving the recommendation of employment termination.

   a. A complete statement of reasons for recommended discharge shall be in written form and signed by the Vice President of Instruction and Support Services.
   b. The statement shall be filed with the instructor, the Faculty Senate and the President and Secretary of the Board of Trustees within the forty-eight hour period.
   c. The Board of Trustees, if it decides to proceed with the termination, shall provide the instructor with a hearing within seven calendar days from date statement was filed.
   d. The hearing shall be open or closed at the option of the instructor and the Faculty Senate.
   e. The hearing shall be concluded within seven calendar days from date of start of hearing.
   f. The Board shall notify the instructor and the Faculty Senate of its decision within 48 hours after the conclusion of the hearing.
   g. Should the Board decision be for termination of employment, the instructor and the Faculty Senate may appeal the decision to binding arbitration as provided in the Grievance Procedure.

3. Instructor notification of his/her resignation of employment shall be tendered to the Board no later than April 15, except that under emergency conditions the notification may be tendered between April 15 and July 31. Resigning instructors who complete the academic year will have their fringe benefits continued through the month of August.

ARTICLE XII

Professional Compensation

A. Salary Schedules: All faculty members are to be placed on the proper step on the appropriate salary schedule as defined in Appendix E and I. The salary schedules for 1988-89, 1989-90, and 1990-91 are listed in Appendix E. The academic calendars for 1988-89, 1989-90, and 1990-91 are listed in Appendix B.

B. Salary Payment:

1. The salary of each instructor shall be paid in 26 bi-weekly paychecks or 20 bi-weekly paychecks at the option of the faculty member. The first normal bi-weekly pay date for each year of this contract will be September 2, 1988; September 1, 1989, and August 31, 1990. Paychecks will be available after 3:00 p.m. the day before the scheduled bi-weekly payday. When a normal payday occurs on a day when school will not be in session, each paycheck shall be available in the administrative office until 4:00 p.m. of said normal payday and thereafter placed in the regular mail no later than 5:00 p.m. on the same day. If the administrative office is to be closed on said day, notification of paycheck distribution will be made in advance.

2. Deductions may be authorized by the instructor and shall be executed for such items as:

   a. Faculty Senate Dues
   b. Credit Unions
   c. Annuity Programs
   d. Faculty Senate Approved Financial Matters

3. The last paycheck of each academic year may be held until all contractual obligations are completed.
4. The Board reserves the right to limit the number of different payees for which it will make deductions by requiring a minimum of ten (10) employees requesting said deduction per payee.

C. Supplemental Teaching:

1. Priority for teaching summer and overload courses will be given to full-time instructors in their normally taught subject areas.
2. If a full-time faculty member accepts a supplemental teaching assignment, excluding adult, continuing education or community service instructional courses or activities, beyond the basic load, the rate of compensation shall be $400 per equated hour for the 1988-89 academic year, $450 per equated hour for the 1989-90 academic year, and $500 for the 1990-91 academic year.
3. Supplemental salaries shall be paid according to the Method of Payment Option in the Supplemental Teaching/Services Contract, Appendix G.
4. Payment for overload courses will normally begin during the Spring semester after the basic teaching load has been satisfied.
5. The regular semester supplemental teaching load shall not exceed eight (8) equated hours per semester.

D. Supplemental Pay - Counselors, ILC Director:

Counselors and the ILC Director shall be granted an equal reduction in work load for any hours worked beyond those stated in Article VI. The appropriate administrator shall approve hours worked beyond basic weekly load and shall approve in advance taking release time.

ARTICLE XIII

Institutional Development

The Faculty Senate is to be apprised of and involved with all long-range institutional planning.

A. The Faculty Senate President, or designee, will become a member of the MMCC's President's Cabinet.

B. Two representatives of the Faculty Senate will become members of of the Professional Employees' Council.

ARTICLE XIV

Agreement Effectuation

A. All instructor contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. Copies of this Agreement shall be provided by the Board within twenty (20) days of ratification to all instructors. An additional twenty (20) copies will be provided the Faculty Senate within the same time period. Candidates shall be informed that a Master Agreement is in effect.

C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the Employer and Association will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal. If the parties do not reach and ratify an amendment to the agreement within thirty (30) days, the matter may be referred to binding interest arbitration by either party. The rules of appointment and procedure of the American Arbitration Association will be followed in such arbitration.

ARTICLE XV

Miscellaneous

A. In the writing and amending of its Board Policy Manual, the Board shall notify the Faculty Senate of any changes.

B. If an instructor accepts a position of supervision or coordination of a student teacher or teaching intern, the instructor will receive an amount of money equal to that reimbursed to Mid Michigan Community College from the sending institution per academic semester per student or intern.

C. Mileage reimbursement guidelines for full-time faculty are as follows:

1. Reimbursable mileage is a consequence of excessive travel required of the faculty resulting from an administrative decision, other than office hours, grade grievance hearings (as the instructor involved), contract grievance meetings, general faculty meetings, department meetings, registration activities, committee meetings, mutually scheduled meetings with supervisors, advisory committee meetings, and other meetings and/or events necessary in accomplishing instructor responsibilities.
2. Mileage will be paid for scheduled teaching assignments requiring more than five round trips per week.
3. Mileage reimbursement shall be paid at the prevailing administrative rate as outlined in the Board of Trustees Policy Manual.
4. Mileage shall be paid for administratively approved field trips, seminars, conferences and workshops.

5. Mileage reimbursement will be paid to instructors to attend meetings called by the administration outside the contractual period of the instructor; i.e. regular full-time or supplemental contracts.

D. All faculty will be involved in institutional self-study committees for continued accreditation.

ARTICLE XVI

Duration of Agreement

This agreement shall be effective as of August 22, 1988 and shall continue in effect until August 22, 1991. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement may be reopened at any time by mutual agreement of the Board of Trustees and the Faculty Senate.

MID MICHIGAN COMMUNITY COLLEGE BOARD OF TRUSTEES:	MID MICHIGAN COMMUNITY COLLEGE FACULTY SENATE:
By: Betty M. Maxwell Acting Chair	By: Charles W Bowden President
Joyce Secretary	Bernard Alford Chair, Negotiating Team

Negotiating Team Members:

- Leon Alger
- Darlene Greer
- Michael Hutting
- Wilma Randall
- Ronald Verch

Negotiating Team Members:

- Bernard Alford
- Charles Bowden
- Sue Cobb
- William Diller
- Jerry Fribley
- Shelby Hawk
- Jeanette Kamp
- Jean McConnell
- Larry Miller
- Judy Vance Morris, MEA

Date of Signing: Feb 7, 1989

LIST OF APPENDICES

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APPENDIX A

CODE OF ETHICS OF THE EDUCATION PROFESSION

PREAMBLE

The educator believes in the worth and dignity of mankind. He/she recognizes the supreme importance of the pursuit of truth, devotion to excellence, and nurture of democratic citizenship. He/she regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his/her responsibility to practice his/her profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he/she has accepted in choosing a career in education, and engages himself/herself, individually and collectively, with other educators to judge his/her colleagues, and to be judged by them, in accordance with the provisions of this code.

PRINCIPLE I

Commitment to the Student

The educator measures his/her success by the progress of each student toward realization of his/her potential as a worthy and effective citizen. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his/her obligation to the student, the educator:

1. Shall not, without just cause, restrain the student from independent action in his/her pursuit of learning, and shal not, without just cause, deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he/she bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he/ does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not, on the grounds of race, color, creed, sex or natural origin, exclude any student from participating in deny him/her benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his/her classes unless no other qualified teacher is reasonably available.

PRINCIPLE II

Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He/she shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his/her obligation to the public, the educator:

1. Shall not misrepresent an institution or organization with which he/she is affiliated, and shall take adequate precautions to distinguish between his/her personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct or indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

PRINCIPLE III

Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He/she, therefore, exerts every effort to raise professional standards, to improve his/her service, to promote a climate in which the exercise of professional judgment is encouraged and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he/she contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his/her obligation to the profession, the educator:

1. Shall not discriminate on grounds of race, color, sex, or national origin for membership in professional organizations nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise of special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment unless disclosure serves professional purposes.
5. Shall not refuse to participate into professional inquiry when requested by an appropriate professional association.

6. Shall provide, upon the request of the aggrieved party, a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his/her professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV

Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He/she believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his/her profession by unqualified persons.

In fulfilling his/her obligation to professional employment practices, the educator:

1. Shall apply for, accept, offer or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.

3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agency shall give prompt notice of change in availability or nature of position.
5. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing agency.
6. Shall not delegate assigned tasks to unqualified personnel.
7. Shall permit no commercial exploitation of his/her professional position.
8. Shall use time granted for the purpose for which it is granted.

APPENDIX B
1988-89 ACADEMIC CALENDAR*

Summer Session 1988

Registration activities for courses beginning May 16	May 16
Official Registration for courses beginning the week of June 6	June 1
Late Registration for courses beginning the week of June 6	June 2
Classes Begin	June 6
No Classes	July 4
Classes End	July 29

Fall Semester 1988

Faculty Orientation Day	August 22
Campus Official Registration	August 23
Mt. Pleasant Official Registration	August 23
Campus Late Registration	August 25
Mt. Pleasant Late Registration	August 25
Classes Begin (Saturday)	August 27
No Classes	September 5
No Classes	November 15
No Classes	November 24 and 25
Semester Ends	December 16

Spring Semester 1989

Faculty Orientation Day	January 9
Campus Official Registration	January 10
Mt. Pleasant Official Registration	January 10
Campus Late Registration	January 12
Mt. Pleasant Late Registration	January 12
Classes Begin (Saturday)	January 14
No Classes	March 6-11
No Classes	March 24 p.m.
Semester Ends	May 5
Commencement	May 6

Mini Session 1989

Classes Begin	May 8
Classes End (except Health Classes)	May 26
Classes End (Health Classes)	June 2

* Subject to change

APPENDIX B
1989-90 ACADEMIC CALENDAR

Summer Session 1989

Registration Activities	June 8
Classes Begin	June 12
No Classes	July 4
Classes End	July 28

Fall Semester 1989

Faculty Orientation Days *	August 21 and 22
Registration Activities	August 21 - 25
Classes Begin (Saturday)	August 26
No Classes	September 4
No Classes	November 15
No Classes	November 23 - 24
Classes End	December 15

Spring Semester 1990

Faculty Orientation Days *	January 8 and 9
Registration Activities	January 8 - 12
Classes Begin (Saturday)	January 13
No Classes	March 3-12
No Classes	April 13 p.m.
Classes End	May 4
Commencement	May 5

APPENDIX B
1990-1991 ACADEMIC CALENDAR

Fall Semester 1990

Faculty Orientation Days *	August 20 and 21
Registration Activities	August 20 - 24
Classes Begin (Saturday)	August 25
No Classes (Labor Day)	September 3
No Classes	November 15
No Classes (Thanksgiving)	November 22 and 23
Classes End	December 14

Spring Semester 1991

Faculty Orientation Days *	January 7 and 8
Registration Activities	January 7 - 11
Classes Begin (Saturday)	January 12
No Classes	March 2 - 11
No Classes (Good Friday p.m.)	
Classes End	May 3
Commencement	May 4

* The second day of faculty orientation time can be utilized upon agreement of a joint committee consisting of three (3) Faculty Senate representatives and three (3) Instructional Administrators. Simple majority required for agreement.

APPENDIX (C)

GRIEVANCE REPORT FORM

Grievance # ________ **Mid Michigan Community College**
(Submit to Supervisor in Duplicate)

Distribution of Form
1. Vice Pres. for Adm. Affairs
2. Dean of Instruction
3. Faculty Senate
4. Grievant

Name of Grievant ________ Duty Assignment ________ Date Filed ________

STEP I

A. Date Cause of Grievance Occurred: ________

B. 1. Statement of Grievance: ________

2. Clause of Contract alleged to be violated: ________

3. Relief Sought: ________

____
Signature Date

C. Disposition by Dean of Instruction: ________

____
Signature of Dean of Instruction Date

D. Disposition by Grievant and/or Faculty Senate: ________

____
Signature Date

STEP II

A. Date Received by Vice President for Instruction & Support Services: ________
Date

If additional space is needed in reporting
Section B of STEP I, attach an additional sheet.

(Continued on reverse side)

Grievance Report Form

B. Disposition by Vice President for Instruction & Support Services: ______

______

______

Signature ______ Date

C. Position of Grievant and/or Faculty Senate: ______

______

______

Signature ______ Date

STEP III

A. Date Received by President: ______
B. Disposition by President: ______

______

Signature ______ Date

STEP IV

A. Date: (1) Referred to Mediator: ______
(2) Bypassed: ______

B. Date of Mediation Hearing: ______

C. Position of Grievant and/or Faculty Senate: ______

______

Signature ______ Date

STEP V

A. Date Submitted to Arbitration: ______
B. Disposition by Arbitrator: ______

______

______

Signature of Arbitrator ______

APPENDIX D

EXPERIENCE CREDIT AWARDS FOR DETERMINING INITIAL PLACEMENT ON FULL-TIME FACULTY SALARY SCHEDULE

The following experience credit awards shall be utilized for determining initial placement of full-time faculty employed after July 1, 1985:

1. Up to five (5) years' credit may be given for full-time teaching done in public schools (K-12), and/or up to eight (8) years' credit for full-time or equivalent full-time college-level teaching.
2. Up to two (2) years' credit may be given for graduate assistant, part-time college teaching, or graduate fellowship teaching experience. One (1) year's credit may be granted for each verifiable twenty-four (24) annually equated contact hours of experience.
3. Up to one (1) year's credit may be given for two (2) years or more of military experience.
4. Up to two (2) years' credit may be given for compensated work experience outside the field of education if such experience is directly related to the position for which the person is employed. One (1) year's credit may be granted for each two (2) years of verifiable work experience.

5. Up to two (2) years' credit may be given for unique qualifications, training, experience, position requirements, or severe shortages of qualified personnel as determined by the President of the College in consultation with the Faculty Senate.
6. The maximum experience credit granted for initial placement on the appropriate degree schedule shall be eight (8) years.
7. Instructors will advance to a new salary schedule upon the earning of sufficient additional credits and/or degrees from a fully accredited college or university directly pertaining to their subject matter field of employment at MMCC, as documented by the instructor.

No provision of this Appendix D is intended to alter the experience credit of any full-time faculty member employed prior to July 1, 1985; nor is any provision to be considered retroactive.

APPENDIX E

1988-89 SALARY SCHEDULE
FULL TIME FACULTY

STEP#	BACHELOR	MASTER	MASTER + 30	MASTER + 60	PH. D DEGREE
1	$18,292	$19,520	$20,666	$21,812	$22,958
2	$19,008	$20,322	$21,468	$22,614	$23,760
3	$19,724	$21,124	$22,270	$23,416	$24,562
4	$20,440	$21,927	$23,073	$24,219	$25,364
5	$21,156	$22,729	$23,875	$25,021	$26,167
6	$21,873	$23,531	$24,677	$25,823	$26,969
7	$22,589	$24,333	$25,479	$26,625	$27,771
8	$23,305	$25,135	$26,281	$27,427	$28,573
9	$24,021	$25,937	$27,083	$28,229	$29,375
10	$24,738	$26,740	$27,886	$29,032	$30,177
11	$25,454	$27,542	$28,688	$29,834	$30,980
12	$26,170	$28,344	$29,490	$30,636	$31,782
13	$26,886	$29,146	$30,292	$31,438	$32,584
14	$27,603	$29,948	$31,094	$32,240	$33,386
15	$28,319	$30,750	$31,896	$33,042	$34,188
16	$29,035	$31,553	$32,699	$33,845	$34,990
17	$29,751	$32,355	$33,501	$34,647	$35,793
18	$30,467	$33,157	$34,303	$35,449	$36,595
19	$31,184	$33,959	$35,105	$36,251	$37,397
20	$31,900	$34,761	$35,907	$37,053	$38,199

APPENDIX E

1989-90 SALARY SCHEDULE
FULL-TIME FACULTY

STEP#	BACHELOR	MASTER	MASTER + 30	MASTER + 60	PH. D DEGREE
1	$19,663	$20,984	$22,216	$23,448	$24,680
2	$20,433	$21,846	$23,078	$24,310	$25,542
3	$21,203	$22,709	$23,941	$25,173	$26,404
4	$21,973	$23,571	$24,803	$26,035	$27,267
5	$22,743	$24,433	$25,665	$26,897	$28,129
6	$23,513	$25,296	$26,528	$27,760	$28,991
7	$24,283	$26,158	$27,390	$28,622	$29,854
8	$25,053	$27,020	$28,252	$29,484	$30,716
9	$25,823	$27,883	$29,115	$30,347	$31,578
10	$26,593	$28,745	$29,977	$31,209	$32,441
11	$27,363	$29,607	$30,839	$32,071	$33,303
12	$28,133	$30,470	$31,702	$32,934	$34,165
13	$28,903	$31,332	$32,564	$33,796	$35,028
14	$29,673	$32,194	$33,426	$34,658	$35,890
15	$30,443	$33,057	$34,289	$35,521	$36,752
16	$31,213	$33,919	$35,151	$36,383	$37,615
17	$31,983	$34,781	$36,013	$37,245	$38,477
18	$32,753	$35,644	$36,876	$38,107	$39,339
19	$33,522	$36,506	$37,738	$38,970	$40,202
20	$34,292	$37,368	$38,600	$39,832	$41,064

APPENDIX E

1990-91 SALARY SCHEDULE

FULL-TIME FACULTY

STEP#	BACHELOR	MASTER	MASTER + 30	MASTER + 60	PH. D DEGREE
1	$21,138	$22,558	$23,882	$25,206	$26,531
2	$21,966	$23,485	$24,809	$26,134	$27,458
3	$22,794	$24,412	$25,736	$27,061	$28,385
4	$23,621	$25,339	$26,663	$27,988	$29,312
5	$24,449	$26,266	$27,590	$28,915	$30,239
6	$25,277	$27,193	$28,517	$29,842	$31,166
7	$26,104	$28,120	$29,444	$30,769	$32,093
8	$26,932	$29,047	$30,371	$31,696	$33,020
9	$27,760	$29,974	$31,298	$32,623	$33,947
10	$28,587	$30,901	$32,225	$33,550	$34,874
11	$29,415	$31,828	$33,152	$34,477	$35,801
12	$30,243	$32,755	$34,079	$35,404	$36,728
13	$31,070	$33,682	$35,006	$36,331	$37,655
14	$31,898	$34,609	$35,933	$37,258	$38,582
15	$32,726	$35,536	$36,860	$38,185	$39,509
16	$33,554	$36,463	$37,787	$39,112	$40,436
17	$34,381	$37,390	$38,714	$40,039	$41,363
18	$35,209	$38,317	$39,641	$40,966	$42,290
19	$36,037	$39,244	$40,568	$41,893	$43,217
20	$36,864	$40,171	$41,495	$42,820	$44,144

APPENDIX F

Mid Michigan Community College
Harrison, Michigan 48625

IT IS HEREBY AGREED, Between the Mid Michigan Community College, Harrison, Michigan, by the Board of Trustees, hereinafter referred to as the Board and ____, who is legally qualified as an instructor, hereinafter referred to as instructor, that:

The instructor agrees to teach and/or perform other services which might be necessary to ensure the instructor with an equivalent full-time teaching load. The assignment of these services to be performed will be arranged by the Faculty Senate and the instructor concerned who will work with the Dean of Instruction. If the end result is not satisfactory to the instructor, (who perhaps wants only teaching duties), he has the option to accept his teaching duties which will be equated as a percent of a full-time load and receive this same percent as his salary for that semester. Mid Michigan Community College and the Board agree to employ the services of the instructor to teach and/or perform these other services for Mid Michigan Community College.

The term of such employment shall commence with the school year beginning______________________________ until______________________________, 19____, and shall continue ______________________________, 19____, as provided in the rules and regulations of the Board and the Master Agreement agreed to by the Board and the Mid Michigan Faculty Senate.

The Board agrees to pay the instructor for such services to be faithfully performed, the sum of $______________ for the school year 19____, 19____, amounting to two (2) semesters. The sum indicated is based on the salary schedule, years step__________, and degree step________.

The instructor will be responsible for teaching and/or services as listed below under conditions of paragraph (3) above:

____

____

____

IN WITNESS WHEREOF, the parties have executed this contract (in duplicate) the ____________ day of ____________________ A.D., 19___.

Instructor	Mid Michigan Community College Board
______________________________ Name	______________________________ Board Chairman
______________________________ Address	______________________________ Board Secretary
______________________________ City	

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APPENDIX G

Account No.____________________

Mid Michigan Community College
Harrison, Michigan 48625

☐ Overload Contract (Blue)
Semester ____________ 19__

SUPPLEMENTAL TEACHING/SERVICES CONTRACT

☐ Summer Contract 19__ (Canary)

☐ Other Services (Buff)

IT IS HEREBY AGREED, Between the Mid Michigan Community College, Harrison, Michigan, by the Board of Trustees, hereinafter referred to as the Board and ______________________________, who is legally qualified as an instructor, hereinafter referred to as instructor that:

The instructor agrees to teach on a supplemental basis and/or perform other services as listed below, in the Mid Michigan Community College.

The term of the employment shall be from ________________, 19___, to ______________________________, 19___.

COURSE INFO: The course to be taught is entitled________________ Sect. #______.
The number of equated hours is________________.
Place of class meeting________________.
Time of class meeting________________.
________________.

DESCRIPTION OF OTHER SERVICES:______________________________
____
____
______________________________.

The Board agrees to pay the instructor for the above activity, to be faithfully performed, the sum of $__________. It is understood and agreed that deductions may be made from such salary as provided by appropriate laws.

The instructor will be responsible for teaching and/or services as listed above under conditions of the rules and regulations of the Board and the Master Agreement agreed to by the Board and the Mid Michigan Faculty Senate, Inc. MEA/NEA.

IN WITNESS WHEREOF, the parties have executed this contract this __________ day of ________________, A.D., 19____.

Instructor

Mid Michigan Community College

____
(Name)

____
(President)

METHOD OF PAYMENT:

☐ Seven equal payments over Semester.

☐ One payment at conclusion of Course or Service.

☐ Equal payments over length of Course or Service.

☐ Added to remaining base pay and paid in equal payments.

APPENDIX H

Guidelines for Sabbatical Leave

1. All faculty proposals for Sabbatical Leave must be submitted to the Faculty Senate Sabbatical Leave Committee Chairperson by October 1 of the calendar year preceding the beginning date of the requested leave. The proposal must explain completely how the individual has planned to use the Sabbatical for self-enrichment in the respective teaching area so that the instructor's ability to serve the students and the philosophy of the College will be enhanced upon the instructor's return. The Committee will study the proposal and the candidate will be asked to appear at a Committee meeting to assist in final clarification of the proposal. The Committee will notify selected candidates and forward its recommendations to the Board of Trustees by December 1 of the calendar year preceding the beginning date(s) of the recommended proposal(s).
2. The following criteria will be considered by the Committee in evaluating each request and rationale for Sabbatical Leave:
    - A. Graduate Degree Work
        1. Ph.D.
        2. Specialist
        3. Second Master's Degree
    - B. Specific Non-Degree Program
        1. Taking additional graduate hours in the instructor's teaching area as a full-time student (not to be used to meet conditions of employment).

2. Taking additional hours in the instructor's teaching area as a full-time student.

C. Individual proposal for research or writing for the purpose of the improvement of the instructor's teaching responsibilities, work experience or institutional betterment.

D. Seniority, based on beginning date of contractual duties as a full-time instructor, provided the instructor has offered a proposal each year of eligibility.

3. The Faculty Sabbatical Committee, President, Vice President of Instruction and Support Services, and Board of Trustees shall agree that an individual Sabbatical Leave proposal meets the criteria as determined by the stated guidelines, and shall notify the candidate six months prior to the beginning of the Sabbatical Leave. Should disagreement occur, the Sabbatical Selection Committee, in consultation with the administration, will reconsider the recommendations and present their decision to the Board of Trustees.

4. A Sabbatical Leave shall not be granted until the proposed recipient has completed fourteen normal semesters of contracted teaching as a full-time instructor.

5. If so requested by the Board of Trustees, the Sabbatical candidate shall present the proposal personally or in writing to the Board of Trustees, following endorsement by the Sabbatical Selection Committee.

6. Financial remuneration for Sabbatical Leave shall be made in accord with regular College pay periods, limited to an amount determined by ascertaining one-half the annual teaching contract of the Sabbatical recipient at the time of the application.
7. The Board of Trustees may further financially support the Sabbatical Leave beyond the stipulated salary if, in its judgment, the proposal warrants such support.
8. All Master Contract provisions shall remain in effect during Sabbatical Leaves excepting those provisions referring to tuition payments and leaves for sickness or other reasons for leave of absence.
9. Evidence of satisfactory completion of the Sabbatical Program shall be presented to the Board of Trustees by the Sabbatical Selection Committee in consultation with the President and the Vice President of Instruction and Support Services.
10. Those recipients who are pursuing a Sabbatical Leave beyond a given school year shall not be cause for delay in further Sabbatical appointments.
11. Sabbatical Leave may be granted to the same person seven academic years following completion of the previous Sabbatical Leave.
12. Every effort will be made to avoid continuous summer session Sabbatical Leaves in order to assure availability of full-time faculty members for summer session instruction.

13. Careful consideration of the financial status of the College will be given by the Faculty Sabbatical Selection Committee and all parties involved in the determination before final decisions are made.

14. All guidelines for Sabbatical Leave shall become an addendum to the Mid Michigan Community College Master Contract.

APPENDIX I

Letter of Understanding
COUNSELORS

A. STEP PLACEMENT

It is hereby agreed by the Mid Michigan Faculty Senate, Inc., MEA/NEA and the Mid Michigan Community College Board of Trustees to place the counselors on the 1988-89 Salary Schedule in the Master's degree column which is in accordance with their current educational attainment. Counselors hired prior to August 22, 1988 shall be placed on the step closest to, without going below, the individual counselor's 1987-88 salary. Counselors hired after August 22, 1988 shall be placed on the salary schedule in accordance with Appendix D. This step placement shall be considered the counselors' 1988-89 base wage for a work year of thirty-five (35) hours a week for no more than forty (40) work weeks scheduled between August 22, 1988 and August 20, 1989.

B. 1988-89 WORK TIME SPECIAL ARRANGEMENT

For the 1988-89 academic year only, the Board at its own option shall decide either, (1) to pay the counselors for vacation time accumulated prior to August 22, 1988 and the time worked this year in excess of thirty-five (35) hours a week OR (2) if their work can be covered, to reduce the counselor's work time equal to the accumulation of earned vacation time and excess work hours.

1. In reducing the counselors work year for the remainder of 1988-89, it is agreed that actual hours worked will be calculated to determine a 1400 hour work year although it is understood that counselors are not hourly employees. Further, it is agreed that every day worked shall be calculated as a full work day. However, scheduled holidays in 1988-89 only shall not be calculated as work days. The counselors shall be given a minimum of three (3) weeks continuous time off from work in Spring/Summer 1989.

2. Should the Board find that additional work time is needed this year, the counselors shall be scheduled in mutually agreed time blocks and shall be paid for such work at a rate of 80% of their individual hourly pay rate (divide the counselor's yearly salary by 1400 hours to determine hourly rate then multiply hourly rate by .80).

C. 1988-89 GRANT

Because one counselor was contracted under grant funds for a yearly salary amount greater than the total dollars generated by the above listed salary items, it is agreed that this counselor will work an appropriate number of weeks and hours to meet both contract and grant requirements between October 3, 1988 and September 29, 1989 at 35 hours per week beginning January 30, 1989.

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D. WORK TIME

1. In determining the counselors work time for the duration of the contract, it is agreed that counselors shall be given the option each year of a minimum of three (3) weeks continuous time off. The counselors work day shall be no less than seven (7) hours unless it is mutually agreed to reduce the work day. However, upon request of the counselor and upon approval of the appropriate administrator, the counselor work day may be extended beyond seven hours. Holidays which fall during the work week shall be counted as work days in that work week.

2. Any excess work scheduled for counselors after August 20, 1989 shall be done only upon mutual agreement of both the individual counselor and appropriate administrator. Should the counselors choose to not work extra hours when asked, the Board has the option to hire other part-time professional personnel to perform tasks for which they are qualified. It is agreed that extra scheduled work time for counselors will be paid at 90% (.90) rate of the individual counselor's hourly pay rate in 1989-90 and at 100% of his/her hourly pay in 1990-91.

MID MICHIGAN COMMUNITY COLLEGE BOARD OF TRUSTEES:	MID MICHIGAN COMMUNITY COLLEGE FACULTY SENATE INC., MEA/NEA:
By: Betty M. Maxwell Acting Chair	By: Charles W Bowden President
By: Secretary	By: Chair, Negotiating Team
Date: 2-7-89	Date: 2-7-89

APPENDIX J

LETTER OF AGREEMENT

The parties agree that a college committee will be established to study rising insurance premium costs and available possibilities of providing identical or better insurance coverage for less cost. The committee shall consist of three members appointed by the Association and three members appointed by Mid Michigan Community College. It is understood that this committee may be expanded to include representatives of other employee groups.

It is agreed that the parties will make every effort to establish this committee by March 1, 1989.

FOR MID MICHIGAN COMMUNITY COLLEGE

Betty M. Mussell
Acting Chair

Joyce M O'Dell
Secretary

Date: 2-7-89

FOR THE FACULTY SENATE:

Charles V Bowden
President

Bernard Allard
Chair, Negotiating Team

Date: 2-7-89

MCC
MFO
AN INDEPENDENT UNION
FOUNDED IN 1967

Agreement

between
Board of Trustees
of the
Community College District
of the County of Macomb
and
Macomb Community College
Faculty Organization

1989-92

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AGREEMENT
between
BOARD OF TRUSTEES
of
COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB
and
MACOMB COMMUNITY COLLEGE FACULTY ORGANIZATION

THIS AGREEMENT is made this 19th day of August, 1989, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the "Board") and the Macomb Community College Faculty Organization for the period covered in Article XXXIII.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Board and the Faculty Organization.

The parties recognize that a sound educational program is a primary objective of the College District.

To these ends, the Board and the Faculty Organization encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all teachers.

Terms -- For the purpose of clarifying terms used in this document, see Appendix C attached hereto.

ARTICLE I RECOGNITION

A. 1. The Board recognizes the Macomb Community College Faculty Organization, hereinafter referred to as MCCFO, as the sole and exclusive bargaining agent as defined in Section 11 of Act 336, Public Acts of 1947 as amended, and as described in the "Certification of Representative" Case No. R66 K-421, January 11, 1967, by the State of Michigan Labor Mediation Board, for all full-time teachers, counselors, librarians, research assistants, teachers employed in the Learning and Academic Assessment Centers, teachers employed as Auto Service Manager/Teacher, internship-clinical-service coordinators, Apprentice Coordinators, Coordinators in the Center for Human Resource Development, teacher-coordinators in student co-op programs, and teachers on special assignment; but excluding administrators, deans, directors, head librarians, coordinators, department chairmen, assistant department chairmen, college nurses, all supervisors, part-time teachers, national teaching fellows, administrative interns and all other employees.

2. Any job title not included in, nor specifically excluded from the bargaining unit, in I.A.1., must be subjected to negotiation between MCCFO and the Board to determine whether such position should be included in the bargaining unit. It shall be the responsibility of the Director of Personnel Administration to advise, in writing, the President of MCCFO of all postings of new positions.

3. Any other employee in an administrative or supervisory position or on a salary schedule other than that for teachers is also excluded from the bargaining unit.

4. All members of the bargaining unit shall hereinafter be referred to as "teachers" unless otherwise specifically noted.

5. Any teacher temporarily allowed to perform other duties at the College involving reassigned time from his full-time duties or any portion thereof, shall still be considered as a full-time teacher as long as said reassigned time does not violate Article I.A.1.3. and 6. hereof.

6. No administrative duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiation and agreement with MCCFO.

7. Non-bargaining unit members shall not be permitted to assume the professional duties of bargaining unit positions as defined in I.A.1., except as specified in IX; XIV.A.5. and B.3.; and Appendix G of this Agreement.

B. The Board agrees not to recognize or negotiate with any teacher organization or individual other than MCCFO on matters concerning wages, hours, or working conditions for the duration of the Agreement or during any extension of this agreement.

ARTICLE I RECOGNITION (Concluded)

C. Proper negotiations and the administration of collective bargaining entail expenses which are appropriately shared by all teachers who are the beneficiaries of such agreements. In the event a teacher shall not join MCCFO and execute an authorization for full dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum representing that teacher's proportionate share of such negotiations and contract administration and maintenance expenses which shall be forwarded to the MCCFO Treasurer. The MCCFO Treasurer shall notify the Board no later than thirty (30) days after the beginning of each school year of the amount to be deducted for such expenses. In the event such authorization is not signed for in a period of thirty (30) days following the commencement of the contract of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teachers shall be discontinued as of the end of the current semester. Such teacher or teachers shall be notified of the termination of their services immediately upon the expiration of the thirty (30) day period mentioned above. This termination shall not be subject to the provisions of Article VII or Appendix D of this Agreement.

D. MCCFO agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination if they qualify under the definition described in Article I.A.1. and to represent all teachers equally regardless of membership in any other teacher organization.

E. This Agreement shall supersede any individual contracts, existing rules, regulations, or practices of the Board or the Administration which shall be contrary to, or inconsistent with its terms. The Board shall make no changes in hours, wages, or working conditions of teachers incorporated in this Agreement or institute any reorganization affecting such hours, wages, and working conditions except after good faith negotiation and agreement between the Board and MCCFO.

ARTICLE II BOARD OF TRUSTEES RIGHTS AND DUTIES

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all rights, powers, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of Michigan.

B. The exercise of these rights, powers, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this Agreement, where applicable.

ARTICLE II BOARD OF TRUSTEES RIGHTS AND DUTIES (Concluded)

C. The Board has the legal responsibility and the right to manage its operations: including the right to (A) hire, assign, schedule, discipline, and discharge faculty members; (B) determine and schedule the academic year; (C) locate or relocate its physical facilities and equipment; (D) control of all its property; except as limited by this Agreement.

ARTICLE III MCCFO -- BOARD OF TRUSTEES RELATIONSHIP

Unless otherwise required hereinafter, delivery of three copies of any communication to the President of MCCFO shall satisfy the communication requirements of this Agreement.

A. The Board shall make available to MCCFO, upon request, all statistics and financial information, related to Macomb Community College and in possession of the Board, as are necessary for negotiation of collective bargaining agreements.

B. The President of MCCFO shall be furnished with three copies of the agenda of each public meeting of the Board with all non-confidential attachments at the same time regular distribution is made. Said agenda with non-confidential attachments shall be made available in the library of each campus. The agenda, without attachments, shall be posted in each Department or Division.

C. The President of MCCFO shall be furnished with three copies of the approved minutes of each public meeting of the Board at the same time regular distribution is made. Said minutes shall also be made available in the library at each campus.

D. Items requested by the President of MCCFO shall appear on the Board agenda provided written notification of the nature of such items is submitted to the College President's Office by noon, Wednesday, preceding a regularly scheduled meeting. However, this provision shall not be used as a means of circumventing the Grievance Procedure of this Agreement.

E. MCCFO -- Board arrangements described in III.D. shall not preclude appearances by teachers acting on their own behalf on issues other than wages, hours, working conditions, or grievances before the Board in the manner prescribed below:

   1. The teacher shall submit a written statement to the President of the College detailing the nature of the item(s) to be presented at least ten (10) working days prior to the regular meeting date. The teacher may also submit a copy to the President of MCCFO if he so chooses. The teacher shall be notified of the time and place to appear before the Board at least five (5) working days prior to the meeting.

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F. Provisions shall be made that the hours 2-4 p.m. on the first and third Fridays of each month be reserved for meetings of MCCFO at the call of the President of MCCFO. The second and fourth Fridays may be used for meetings of the various committees on which teachers participate. Meetings called in accord with these provisions shall take precedence over all other meetings involving MCCFO members. One meeting of MCCFO may be scheduled on each campus during the faculty development days at the beginning of each semester.

G. Adequate rooms at the College shall be provided for MCCFO meetings and special programs, provided that arrangements are made at least two (2) days in advance with the administration, and provided that no cancellation of the instructional program will result. MCCFO members shall have the right to transact MCCFO business on school property provided such activities do not obstruct instructional programs.

H. The Board shall continue to provide MCCFO with an office and conference room. These facilities shall be adequately equipped and furnished so as to provide for the effective disposition of the business of MCCFO.

I. MCCFO shall have the right to use bulletin boards in each Department, Division or Area and other media of teacher communication for MCCFO business provided all such materials are clearly identified with the name of the person originating the same.

J. Members of the bargaining unit who by mutual agreement between MCCFO and the Board participate during working hours in conferences and meetings with the administration, which involve or derive from this collective bargaining Agreement, shall suffer thereby no loss of pay.

K. 1. The Board shall grant to the President of MCCFO and bear the cost of reassigned time from one-quarter of his normal teaching load each semester for the purposes of implementing the terms of this Contract.

2. The Board shall also provide MCCFO the option to purchase reassigned time for the Chief Negotiator of MCCFO not to exceed one-half of his normal teaching load each semester, and the option to purchase reassigned time for the President of MCCFO not to exceed one-quarter of his normal teaching load each semester.

3. The President of MCCFO, senators of MCCFO, and negotiators for MCCFO shall be assigned no extra curricular activity assignments unless voluntarily assumed. The application of this provision to negotiators who are not senators shall occur only during the semester or trimester, and summer term if necessary, during which collective bargaining is taking place.

4. MCCFO members serving as negotiators shall be given special consideration in the scheduling of their assignments during the spring semester for the purpose of expediting negotiations, provided that names of negotiators are given to the Board by

K. 4. (Concluded)

February 1. Schedule changes for negotiators not named by this date shall be made when possible. This special consideration will also be given during succeeding semesters as necessary.

L. The cost of academic dress for teachers who participate in commencement exercises shall be paid by the Board. Such teacher participation is encouraged, but shall be voluntary.

M. Campus and District Committees

Prior to the structuring and establishing of any campus or district level committee which involves faculty participation, the charge to such committee shall be mutually agreed upon by the Board and MCCFO. The provisions of this section shall not apply to operational meetings called pursuant to Article VI.A.

1. If MCCFO fails to respond to a request for assistance in the formulation of such a committee within thirty (30) days, the committee may be established unilaterally.
2. Campus and District committees may create advisory sub-committees to expedite their operations. The charges to such sub-committees must be of an advisory and informational nature and may not be broader than the general charge to the parent committee. Such advisory sub-committees can only submit their findings to the parent committee.
3. Standing Committee Structure

	Staffing	
Curriculum (Now Unified)	Faculty 9	Administration 5
Standards Formerly Academic Standards, Professional Standards and Articulation	Faculty 6	Administration 3
Resources Formerly Finance and Professional Resources	Faculty 4	Administration 5

N. Staffing, Procedures and Functions

For the purpose of carrying out the educational task of the institution in an efficient manner, and to provide an effective framework for teacher participation in areas appropriate to their professional responsibility and concern, standing committees shall be established according to M. above.

1. a. The teacher representatives are to be appointed by MCCFO for two-year terms. The administrative representatives are to be appointed by the appropriate Vice-President.

   b. The routine operational procedures of the committees shall be developed within the respective committees. The external procedures governing committee formation, jurisdiction, reporting, and recommendations, as well as the provision of support services, shall comply with M. and O. herein.

   c. Teachers appointed to serve on a standing committee, for the period of their appointment, shall be given priority in selecting their teaching assignments. This priority does not include the right to select assignments already selected by others.

2. Functions

   Each standing committee shall be charged with the following responsibilities:

   a. Standards Committee

      This Committee shall:

      Recommend policies for the admission and retention of students, student attendance and withdrawal, grading, and audit policies; carry out functions as specified in VII.B. whenever appropriate;

      Recommend policies which will support professional development and recognition;

      Recommend policies and procedures which will support the continuing study of articulation between Macomb and other institutions of secondary education and higher learning;

      Recommend policies and procedures which will facilitate the transferability of all MCC credit courses, programs and/or degrees to other institutions of higher learning;

      Recommend methods of improving communications between the faculties of secondary, two, and four-year institutions;

N. 2. a. (Concluded)

Recommend policies which will attempt to assure that no conflict, competition, or duplication of courses and/or program offerings occur between MCC and other institutions; and

Review a student's allegation that his or her final grade was issued in clear contravention of the published grading system of the teacher issuing that grade. This function does not include the right of the committee to review the published grading standards and practices of the teacher and in no case shall the committee substitute its subjective or qualitative judgement for that of the teacher. The committee's authority to change a grade shall be limited solely to cases where it is clearly demonstrated that the teacher has without just cause violated the published grading standards and practices in the issuance of a final grade. This review process must also conform to the following procedural requirements:

1. Any appeal of a final grade must be filed in writing with the committee by the student no later than two (2) weeks after the start of the next term.
2. The teacher shall be notified of the appeal, given a copy of the appeal, and shall have the right to respond by presenting his or her position to the committee in person and/or in writing before a decision is reached.
3. The teacher shall be notified in writing of the committee's decision and the reasons for said decision.
4. A decision to change a final grade shall require a unanimous affirmative vote of the six (6) faculty members of the committee.
5. These review powers shall not be delegated to any subcommittee.
6. The decision of the committee shall be final.
7. The student cannot also appeal such allegation through the student complaint process (Article VIII).
8. The finding of this process shall not be the basis for disciplinary action against the teacher.

b. Curriculum Committee

This committee shall:

Recommend criteria and policies for the creation, evaluation, continuation, revision, and deletion of all course and program offerings in all district and campus divisions of the College;

N. 2. b. (Concluded)

Recommend policies to assure the transferability of courses and programs from one campus to another;

Recommend new courses and programs from proposals submitted to them;

Review existing courses and programs for their appropriateness for continuation, revision, or deletion;

Recommend requirements for all degrees and certificates awarded by the College in all of its various Divisions/ Departments; and

Recommend catalog descriptions of courses and programs and determine criteria for their revision and deletion.

c. Resources Committee

This committee shall:

Recommend policies for the acquisition and administration of programs financed with federal or special funds;

Review existing budgets, all budget proposals and make budget recommendations;

Recommend allocations among Divisions of available funds for facility renovation and acquisition of instructional equipment; and

Recommend policies for the development and utilization of learning media resources, and for coordinating and integrating the use of media.

3. The Service Committee may add to the charges of a Standing Committee.

O. Operations and Procedures

1. The recommendations of each standing committee shall be submitted in writing to the appropriate administrator for approval or implementation. In the event that the standing committee's recommendation is not approved or implemented in ten (10) days, the administration and standing committee shall have an opportunity to meet and make any necessary adjustments or changes as they deem appropriate.

   After discussion with the appropriate administrator(s), the committee shall resubmit their recommendation(s) (either in its original form, if no adjustments were deemed appropriate, or with changes) to the appropriate administrator for reconsideration.

O. 1. (Continued)

If the recommendation(s) are still not approved or implemented within fifteen (15) days, it shall be returned with a written rationale for non-approval or non-implementation. The committee then may request that its recommendation be placed on the agenda of the next regular Board meeting and it shall be given the necessary time to speak to the item. Items thus requested shall appear on the Board agenda provided that written request is submitted to the College President's Office by noon, Wednesday, preceding a regularly scheduled meeting.

2. a. Each standing committee shall have access to all materials which are relevant to the deliberations of the body and may use consultants as their need is determined.

b. Each committee shall be provided with adequate secretarial help and centrally located files on each campus for committee agenda, minutes, correspondence, and records.

c. The minutes, agendas, and recommendations of each standing committee shall be forwarded to the appropriate Vice-President, to the President of MCCFO, and to each Division/Department for posting, to the chairman of each campus standing committee and shall be made available in the library at each campus.

Agendas shall be distributed three days ahead of the meeting.

d. To facilitate its operations, each standing committee may establish, charge, staff, and direct advisory sub-committees as their need is determined by a two-thirds (2/3) vote of a parent committee's total membership.

e. Regular meeting times and provisions for the pre-posting of agenda shall be established by each standing committee.

These provisions shall include a method for fulfilling committee responsibilities during the summer session and may include provisions for joint meetings of campus standing committees or sub-committees thereof. Committees involving teacher participation shall not meet during periods designated as recesses on the College calendar except by consent of the members.

f. Any member of the faculty or administrative staff may place items on the agenda of a standing committee by submitting a written request for action to the chairman of the committee in keeping with the established procedures of that committee.

P. The Board agrees to furnish MCCFO with the names and the Departments or Divisions of newly hired teachers within ten (10) working days of hiring.

Q. The Board shall make reasonable efforts to notify teachers promptly whenever there is an official closing of the College because of natural disaster, inclement weather, or other cause.

ARTICLE IV CONDITIONS OF EMPLOYMENT

The Board shall provide notice of all vacancies and these shall be posted conspicuously at each campus. First consideration shall be given to existing staff to fill all vacancies.

A. Notice of all newly created positions and vacancies in permanent positions within the bargaining unit shall be sent to the President of MCCFO and shall be posted at least thirty (30) days prior to the filling of said position, except that notices of positions to be filled by the beginning of the fall term must be distributed and posted by April 1. In the event a vacancy occurs which must be filled in less than these time limits, the period of required notice may be waived or reduced by MCCFO. During this period, the Board may make temporary appointments to fill vacancies. A teacher who is an unsuccessful applicant for a vacant position shall, upon request, be presented with a written statement explaining the reasons for his nonappointment.

B. All positions shall be filled without discrimination as to sex, race, age, color, religion, country of origin or ancestry, political beliefs, marital status, or membership or participation in, or association with the activities of any political, professional, or teacher organization.

C. Each currently employed teacher shall be notified of his rank and scheduled salary for the following year no later than August 1 of each year. A probationary teacher shall upon request of the Board, indicate whether or not he intends to remain at MCC within twenty (20) days after the request is made.

D. 1. The minimum educational requirement for teachers shall be a Master's Degree in subject matter directly related to the position being filled; or, for teachers of occupational specializations, a Master's Degree and/or equivalent technical education and/or work experience.

   2. Teachers of courses that are designed to present and develop occupational skills shall have at least two (2) years of experience in the occupational area concerned.

D. (Continued)

3. For certain courses of a specialized nature, such as physical education activities/skill classes (first aid, skiing, golf, etc.), the qualifications may differ from those established in the Agreement if agreed upon by the Service Committee.

4. It is recognized that a discipline may contain some course of such specialized nature that the standards established in IV.D. are not, alone, sufficient to indicate the level of expertise required to teach that course. For such courses, the special expertise can be demonstrated by 1) having verifiable special training in that course or the teaching of that course, 2) having successfully completed at least one course in that specialty, or 3) having successfully completed seminars or workshops in that specialty. The list of disciplines and specialized courses shall be:

DISCIPLINE	SPECIALIZED COURSES
English	English as a Second Language
English	Reading

E. Each newly employed teacher shall be provided with a copy of this Agreement by the Employee Relations Office and other information supplied by MCCFO prior to employment.

F. Transfers

1. Voluntary Transfers

   a. If the same position a teacher holds is vacant on another campus, the teacher shall have the right to request and be transferred to that position. If more than one teacher requests the position, it shall be awarded on the basis of institutional seniority.

   b. A teacher who possesses the qualifications for a vacant faculty position in another Department or Area or in the district shall receive preference over an external applicant in the filling of the vacancy. Preference in the hiring of an internal applicant over an external applicant for a vacant position is defined to mean that whenever credentials of both applicants are of generally the same quality regarding teaching experience and academic preparation, and/or occupational experience, the Board shall offer said position to the internal applicant.

ARTICLE IV CONDITIONS OF EMPLOYMENT (Concluded)

F. (Concluded)

2. Involuntary Transfers

No change in duty or campus shall be assigned without mutual consent and agreement of the teacher involved except when there shall be insufficient work in his Division/Department or Area to offer him a full load, as defined in Article XII, and he possesses the qualifications prescribed in IV.D. In the event it is necessary to transfer a teacher to another position within the district, and no volunteers are available, this shall be done in reverse order of institutional seniority at MCC. No teacher shall be required to transfer or accept added duties if his own Department or Area is at that time using non-bargaining unit members for teaching duties for which he is qualified at times when he is available.

3. A faculty member who resigns a bargaining unit position to accept employment outside the bargaining unit, but at the College, shall be permitted to return to that position within one year. This provision may be renewed for up to two additional one year extensions if mutually agreed to by the individual and the supervisor. MCCFO seniority will not accrue to the individual while employed outside the MCCFO bargaining unit. The College shall not be required to hire a replacement during this period.

4. In the event a full load in the Division/Department or Area from which the teacher was involuntarily transferred develops within two calendar years of the transfer, the teacher shall be automatically reassigned to that Division/Department or Area without loss of seniority of any type. If the full load develops thereafter, the teacher shall have the right to be reassigned to his original position without loss of any seniority. This right of reassignment, however, shall be limited to the first full-time position that opens after the initial involuntary transfer. If more than one person has been involuntarily transferred from a Division/Department or Area, they shall be reassigned or be given the right to be reassigned as provided above in the order of their institutional seniority. No full-time vacancy in a Division/Department or Area shall be posted or filled until all teachers on involuntary transfer from that Division/Department or Area have been either reassigned or have been given the right to be reassigned to their original position in that Division/Department or Area as specified above.

G. Non-bargaining unit members shall not be permitted to assume teaching assignments which result in the lay-off of any member of the bargaining unit.

H. All new teachers shall be classified by rank, salary, job title, and discipline according to the terms of this Agreement.

ARTICLE V TEACHERS' RIGHTS

A. The Board recognizes the right of any teacher to take or refrain from taking a stand on any issue. The teacher shall be free from administrative and institutional censorship and/or discipline when he speaks, acts, or writes as an individual. The teacher shall exercise reasonable care to clarify that he is acting, speaking, or writing as an individual and not on behalf of the institution.

1. The teacher shall be entitled to freedom of discussion within the classroom on all matters which he considers relevant to the subject matter under discussion.

2. The teachers of a discipline who teach a particular course shall have the right to collectively determine course content, course goals, course textbooks (which shall be adopted for the fall term and shall be continued for the following spring and summer terms), and the prerequisite skill levels for sequence courses.

3. The teacher shall be entitled to use any materials which he believes achieve the course goals agreed upon by the teachers who teach that course.

4. The teacher shall be free to use any methods or innovations of instruction which he feels achieve the best results and responses from his students. This provision includes the use of books and any other material furnished by the teacher.

5. The teacher shall be free to request any books, magazines, newspapers, or any other materials to be purchased by the library or his Department, or Area, without censorship, subject to budgetary limitations.

6. The teacher shall be supported with instructional resources and services appropriate to his instructional assignment and subject to budgetary limitations. Such resources and services shall include, but not be limited to, Research and Development, Learning Media, and Data Processing.

7. There shall be no administrative rules or regulations governing teachers' dress or appearance.

8. Involvement of any teacher in a systems, experimental, or other related approach, must be voluntarily assumed.

9. The teacher shall determine the method for evaluating the academic progress of his students and assigning grades upon the basis of the evaluation, provided, however, that the grades assigned shall be within the grading system adopted by the Board.

10. The presence of any mechanical monitor or communications device during the meeting of class shall be with the prior approval of the teacher concerned.

A. (Concluded)

11. Only instructional administrators may be assigned the duty of verifying the performance of a teacher's responsibilities as defined in Article VI of this Agreement.

    Teachers who choose to have their teaching effectiveness evaluated by their supervisor, under the conditions of Article XXXI, shall use only the instrument approved for the purpose.

    Evaluation of teaching effectiveness shall only be accomplished as specified in the evaluation procedure as outlined in Article XXXI.

12. There shall be no evaluation of one teacher by another except as authorized in the evaluation procedure in Article XXXI.

13. Patent and Copyright Policy

    If College resources, materials and facilities are not used in the development of any product for the purpose of personal profit or gain, the product shall become the sole property of the individual together with all attendant benefits.

    The use of College resources, materials and facilities for the development of any product for the purpose of personal gain may be undertaken only after agreement between the individual and the Board.

14. Teachers may voluntarily participate in college social, cultural, and professional activities.

B. There shall be a personnel file maintained by the Board for each teacher. The personnel file for each teacher shall be centrally located. There shall be only one personnel file.

1. The teacher may add to his personnel file materials which attest to his proficiency and experience.

2. The teacher shall have the right upon request to examine the contents of his own personnel file, the only exclusion being confidential pre-employment credentials of an evaluative nature. Reprimands shall be removed from the personnel file after two (2) years if there has been no intervening disciplinary action.

3. No materials originating from a non-professional source shall be placed in the teacher's personnel file. Nor shall any materials, excepting letters of commendation, be added to the teacher's file unless the teacher has seen and initialed or otherwise acknowledged in writing that he has examined these materials and

B. 3. (Continued)

has been given the opportunity to respond in writing. The teacher's response will be included in his file. If he refuses to acknowledge such materials, it may be included in his file if evidence is appended that he was given the opportunity to acknowledge and respond. Unless a teacher requests exclusion, any communication of a laudatory nature may be added to his personnel file without the requirement of acknowledgement.

4. At the teacher's request, the Board agrees to reproduce any materials in his personnel file for exclusive use by the teacher except letters of reference and other confidential pre-employment credentials of an evaluative nature.

5. Data confidentiality shall be guaranteed by limiting access to the information in a teacher's file to appropriate administrators. In all other cases a written waiver by the teacher shall be required. The file shall show on its cover, a complete and accurate log of who used the file and when. No transfer, transport or access of individually identifiable personal data shall be undertaken without every reasonable precaution having been taken to protect the security of the data from unauthorized sources.

C. Disciplinary interviews, reprimands, or evaluations of a teacher must be held in private and shall remain confidential. The teacher shall be notified of the nature of such interview or meeting and be informed of his right to MCCFO representation. This right of notice and right of union representation attaches when the focus of an investigation shifts from a general investigation to a particular teacher. If the teacher chooses to have MCCFO representation, the administration may also elect to have representation present at the meeting. MCCFO shall be notified, in writing, of the nature and disposition of the case.

D. Field Trip Policy

1. A field trip is construed to mean any educational activity which requires students and faculty members to leave the campus.

2. Field trips may be undertaken when approved by the instructional supervisor.

3. Where possible, the College will provide transportation for approved field trips.

a. If transportation is not provided by the College, a faculty member may use his own vehicle upon receipt of a letter of authorization from the College.

ARTICLE V TEACHERS' RIGHTS (Concluded)

D. 3. (Concluded)

b. In the event that a faculty member used his own vehicle for a field trip, he shall be reimbursed for mileage at the uniform rate established by the College

E. A teacher, except where his job description otherwise states, cannot be required by administrative personnel to contribute time and/or work to a Department other than his own.

ARTICLE VI TEACHER RESPONSIBILITIES

The teacher shares with the Board responsibility for the academic quality of the College programs.

A. Each teacher is to teach his assigned classes. He shall also develop course content and appropriate instructional material, maintain appropriate records including grades (grades for one year), cooperate in the planning of discipline and, where appropriate, interdisciplinary programs and courses.

Classes shall normally meet at the times and places scheduled. If a teacher decides to temporarily change the meeting place of his class to another appropriate location, he shall give prior notification to his administrator. Permanent changes shall require approval of the administrator. Any change in meeting time for a class shall require administrative approval. Each teacher shall maintain adequate office hours weekly for academic assistance to and advising of students. At least five (5) hours per week shall be posted, as well as filed with the instructional administrator. Office hours shall be on campus, except as authorized by the administrator, and shall consist of not less than one-half hour per occasion. Care shall be taken not to schedule conflicting activities during these hours.

Each teacher shall attend College, Division, Department, or Area meetings when given 72 hours notification excluding Saturday, Sunday, legal holidays and recess periods; and assist with registration in non-clerical capacities. This notification shall, for all except College-wide meetings, include an agenda which shall be limited to College business. Provisions of this section shall not apply to regularly scheduled meetings mutually agreed to at the beginning of each semester or trimester.

B. The teachers who teach a particular course shall have the responsibility to specify in writing a collective statement of course content, course goals, and prerequisite skill levels for sequence courses. This collective statement for each College course must be filed in syllabus form with the instructional supervisor. Subsequently, all course syllabuses must be reviewed and, if necessary, revised by the teachers in the area who teach the course, every other academic year beginning with the year 1984. Teachers of each course in every area must demonstrate in a predetermined manner that such

B. (Concluded)

a review by them has taken place and file any revision with the instructional supervisor. A teacher shall, within two (2) weeks of request by his instructional supervisor, submit to the supervisor a course outline which demonstrates agreement with the collective statement of course content, course goals, prerequisite skills and course textbook selection.

C. The teachers in a discipline who teach a given course shall draft a single common list of textbooks approved for use in the course provided that such list shall, if any member of the discipline so desires, include one alternate but may not include any other text not actually required for use in at least one-fourth the number of sections of that course being taught by full-time faculty members in any given semester.

D. The teacher has a responsibility to try to achieve course goals and to cover course content as collectively agreed to under the provisions given in Article V.A.2. Furthermore, the teacher has the responsibility to provide to each student in his classes, at the beginning of each term, written material that presents, but is not limited to, intended course goals or outline, potential grading standards and practices, and a tentative schedule of assignments and tests. These same materials shall, upon written request, be provided to the instructional supervisor.

E. When instructional innovations are planned, the teacher, prior to implementing the innovation in the course, shall inform his instructional supervisor and those other teachers in the area who teach the course about the innovation and the method by which it shall be evaluated. Such innovations shall be carried out in a professional manner and within budgetary limits.

F. Reasonable departmental non-teaching assignments and tasks, clearly defined by the instructional supervisor, shall be assumed on a voluntary basis; if no volunteers can be found, such tasks shall be equally distributed among the members of the Division, Department, or Area, according to a plan that is developed by the teachers in that Division, Department, or Area, and that provides for equitable and appropriate distribution of tasks among the teachers in the Division, Department or Area. If the teachers in the Division, Department, or Area do not agree upon a plan for the distribution of work within five (5) working days of a request for such a plan by a Division, Department, or Area administrator, the administrator shall make such task assignments as are necessary to get the work done.

G. Coordinators of cooperative programs with student workloads have a responsibility to interview students, develop a placement for the students, supervise students by planning appropriate goals and reports, visit the student at the job site and/or campus, handle employer's evaluations and evaluate student progress.

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ARTICLE VI TEACHER RESPONSIBILITIES (Concluded)

H. Area coordinators shall fulfill those responsibilities defined in the area plan in accord with Appendix H.

ARTICLE VII PROBATION AND PERMANENT STATUS

A. Contracts: Issuance and Termination for Probationary Teachers

1. The probationary period of new teachers, except as defined below, shall be two years. No teacher shall be required to serve more than one probationary period at Macomb Community College.

2. A new employee of the College falling within the bargaining unit will be given a one year probationary contract. This contract will be renewed for a second probationary year unless a charge including a request for dismissal is made against the holder of the probationary contract which is upheld by the Board after due process for reasons consistent with A.3. below. But no holder of a probationary contract will be dismissed or refused a second year contract for reasons arising solely from the evaluation procedure as defined in XXXI. If, in the opinion of the immediate supervisor, the first year probationary teacher's contract is not to be renewed he may make a written recommendation to the appropriate Vice-President no later than March 15. Due process as outlined in VII.B. shall then be initiated.

3. A probationary teacher who does not receive satisfactory recommendations may be placed upon a third year probation. The service of a probationary teacher shall not be terminated nor shall he be placed upon a third year probation except for reasonable and adequate cause or for failure to meet the standards established by the Departmental or Area evaluative procedures, or for a significant falsification of employment credentials after due process outlined in B. below.

4. If the employment of the probationary teacher is to be terminated, he shall be notified of the reason(s) for termination by the appropriate Vice-President when due process is initiated. If the College fails to notify said probationary teacher within the time herein limited, it is agreed that (a) a first year probationary teacher shall be employed for a second probationary year; or (b) a second year probationary teacher shall be granted permanent status.

5. On successfully completing his probationary contracts, the new employee shall be given a permanent contract.

A. (Concluded)

6. A teacher hired to teach in a transfer program beginning with the fall semester, 1968, must have a Master's Degree before he is placed upon permanent status. If he does not have a Master's Degree at the end of his second year probationary period, he may be granted a third year's probation. A teacher of an occupational specialty may be required to meet criteria established by his Department or Area instead of the attainment of a Master's Degree as a condition of being granted permanent status.

7. The permanent contract shall be issued ten (10) days after the April Board meeting except when cancelled or delayed through the procedures of due process explained below.

8. Contract Continuation

   a. A member of the bargaining unit holding a probationary contract receiving recommendations for permanent contract will be granted a permanent contract upon approval of the Board.

   b. A member of the bargaining unit who has received a permanent contract will continue in the employ of the College unless specific charges shall be placed against him including a request for dismissal from the College. If such a charge is placed, the procedures shall conform to C.1.

B. Due process for contract termination of probationary teachers.

1. All charges against a member of the bargaining unit which include a request for dismissal of the member from the College at the end of his contract period or at the end of his contact year, except for recommendations not to grant permanent contract after evaluation, must be first submitted to the appropriate Vice-President who will initiate due process as explained below to determine the validity of the charge.

   The appropriate Vice-President shall begin due process by convening the Standards Committee within forty-eight (48) hours to hear the charge.

2. The Standards Committee shall meet for the following purposes:

   a. To review the evaluation of a member of the bargaining unit holding a probationary contract who has been recommended for dismissal from the College at the end of his second or third probationary contract. In this case they shall determine:

      (1) Whether or not an acceptable evaluation has been performed.

B. (Concluded)

(2) Whether or not the evaluation process has been implemented.

(3) Whether or not the member was given written warning as provided in this document and adequate time and support in correcting the deficiencies that formed the basis for the recommendation for dismissal.

b. Whether there is reasonable and adequate cause for termination.

c. Whether or not the evidence submitted warrants the dismissal of the member.

d. To hear a charge including a request for dismissal from the College against a probationary teacher on a charge which is not a part of the evaluation process.

3. At the conclusion of its hearings, the committee will prepare a written report no later than April 1. A copy of the written report and findings will be delivered by registered mail to the member of the bargaining unit concerned, the President of the College, and the President of MCCFO. This report shall be accompanied by all prior written materials in the case.

4. The College will furnish a secretary to record and transcribe all hearings held by the committee.

5. Upon receipt of the written report and findings of the committee, the President of the College shall proceed to determine whether the probationary teacher shall be discharged. This determination shall include the opportunity for an appearance before the President. The decision of the President shall be final and binding.

C. Permanent Contract: Issuance and Termination

After having completed the probationary period, the teacher shall be granted a permanent contract which shall remain in force with annual agreements regarding status and salary, and such teachers shall not be dismissed except as hereinafter provided.

1. Discharge of a teacher under permanent contract may be only for reasonable and adequate cause, and after charges, notice and hearings as hereinafter provided. All such charges against a teacher shall be detailed in writing, signed by the appropriate Vice-President, and filed with MCCFO, the President and the teacher affected. In the event the President determines

ARTICLE VII PROBATION AND PERMANENT STATUS (Concluded)

C. 1. (Concluded)

that charges should be pursued, he shall furnish the teacher with a written statement of his decision and shall provide for a private hearing to be held within no less than twenty (20) days after the filing of such charges before an arbitrator selected according to the rules and procedures of the American Arbitration Association from its list of accredited arbitrators. The decision of the arbitrator shall be final and binding unless such decision is contrary to law or the arbitrator exceeds his authority. The cost of arbitration shall be equally borne by the Board and by MCCFO.

2. At the hearing before the arbitrator selected as hereintofore provided, both the teacher and the administration may be represented by counsel. Testimony shall be taken on oath or affirmation.

3. Any hearing held for the dismissal of a teacher as provided aforesaid must be concluded by a decision in writing within ten (10) working days after the termination of the hearing. A copy of such decision shall be furnished to the teacher against whom the charges have been placed and to the President within five (5) working days after the decision is rendered.

D. No teacher shall be demoted from rank or salary.

E. All full-time teachers shall be granted the rank of professor concommitant with the awarding of the permanent contract described above.

ARTICLE VIII PROCESSING OF COMPLAINTS

For purposes of this Article, a complaint shall be defined as an allegation by a student(s) of misconduct or non-performance of faculty contractual obligations.

In dealing with such a complaint, the substantive and procedural limitations set forth in this article must be adhered to. No disciplinary action shall be taken against a faculty member unless it is for just cause and only after full opportunity of due process has been afforded.

A. Substantive

1. Complaints must be written, dated and signed by the complaining party.

2. The charge of alleged misconduct or non-performance of duties must refer to actions taken in the performance of contractual obligations.

A. (Continued)

3. The administration may not solicit a complaint; however, a verbal complainant may be instructed as to proper written procedures.

4. The administration must refuse to accept any complaint which does not adhere to the substantive definition of a complaint contained herein.

5. Commencing with the first evaluative interview that the administration shall have with the faculty member, said faculty member shall be advised of the nature of the interview and his right to MCCFO representation two (2) working days prior to such an interview taking place. The representative for MCCFO shall be the grievance coordinator or his designee.

6. The administration may elect to have representation present during the complaint process. The representative shall be the Vice-President for Employee Relations or his designee. The number of representatives for MCCFO or the administration shall not exceed two (2) unless by mutual agreement.

7. Care must be taken to preserve confidentiality during the entire process.

B. Procedural

1. Only the appropriate Vice-President or his designated representative may accept and process a complaint against a teacher.

2. The Vice-President or his designated representative must evaluate a complaint within fifteen (15) working days after receipt unless the faculty member and the Vice-President or his designee mutually agree to an extension. This evaluation may include an informal discussion between the Vice-President or his designee, the faculty member and MCCFO grievance coordinator or his designee. The faculty member and MCCFO must be given a three (3) day written notice prior to the meeting.

3. If the Vice-President or his designee decides that the complaint does not warrant further consideration, he shall destroy the complaint on or before the termination of the fifteen (15) day, or mutually extended, evaluative period.

4. If the Vice-President or his designee decides that the complaint warrants further consideration, the faculty member and MCCFO will be notified in writing of the charge and the nature of the alleged misconduct or non-performance of responsibility on or before the termination of the fifteen (15) working days, or mutually extended, evaluative period. At the same time,

ARTICLE VIII PROCESSING OF COMPLAINTS (Concluded)

B. 4. (Concluded)

the faculty member and MCCFO shall be provided with a copy of the complaint in its original form as defined in VIII.A.1. and a written statement of particulars as to the administration's basis for proceeding with the investigation.

5. The faculty member and his MCCFO representative will have an opportunity for a meeting with the Vice-President or his designee to refute or resolve the charges. Such a meeting shall take place no later than ten (10) working days after the receipt of the written particulars. This period can be mutually extended.

6. If consultation with the Vice-President or his designee does not resolve the complaint, a confidential investigation of the facts shall be initiated no later than five (5) working days after the meeting described in 5. above, unless there is a mutually agreed extension. The investigation shall be terminated no later than ten (10) working days after the date of initiation, unless there is a mutually agreed extension. The faculty member may be represented by MCCFO during the course of the investigation.

7. If the Vice-President or his designee determines that the findings of the investigation do not substantiate the complaint, he shall destroy all written documents pertaining to the complaint within five (5) working days after the termination of the investigation and shall certify that action to the faculty member and MCCFO.

8. If the Vice-President or his designee believes that the investigation substantiates the complaint, he shall indicate within five (5) working days after the termination of the investigation whether appropriate disciplinary action will be taken. If action is to be taken, the faculty member shall be entitled to appeal to the Vice-President and the Vice-President for Employee Relations. The faculty member may be represented by MCCFO during the appeal. The appeal shall not preclude opportunity to proceed according to Appendix D.

9. A complaint which is substantiated and subsequently filed in a teacher's personnel file shall be removed from that file and destroyed, together with all records maintained by the College of the investigation and subsequent discipline, two years after the original filing date, provided that there has been no substantiated recurrence of the behavior which has resulted in further disciplinary action.

ARTICLE IX SPECIALLY FUNDED AND TEMPORARY (NON-PERMANENT TRACK) POSITIONS

A. Teachers who are not bargaining unit members may be employed for specially funded programs. A specially funded program shall be defined as a program that receives at least 50% of its financing from non-college operating funds. Provisions of this Agreement not specifically enumerated herein shall not apply to teachers employed for specially funded programs.

1. Seniority rights as specified in Article XXIX.A.1. and 2. shall not accrue to teachers initially employed under the provisions of this Article.

2. The salary and fringe benefits for all teachers working on such programs shall conform to program limitations but in no instance shall exceed the salary and fringe benefits of teachers covered by this Agreement.

3. Teachers employed in specially funded programs shall not be used to replace bargaining unit members by performing any responsibilities or duties being performed by members of the bargaining unit.

4. If a specially funded program becomes permanent (at the end of three years or earlier by Board decision), MCCFO and the Board will negotiate placement of all professional positions in the bargaining unit. Those positions determined to be in the bargaining unit will be posted and filled consistent with the terms of this Agreement.

B. Temporary (non-permanent track) teachers may be awarded a contract for any period up to a maximum of one year. The contract may be renewed up to a maximum of two years. Temporary (non-permanent track) positions may be used for the following reasons: Leave of absence, significantly increased demand in certain programs and courses, experimental programs and courses, absence due to in-service training or special assignments, and coverage during the year in which a former faculty member has a right to return under Article IV.F.3. By mutual agreement between the appropriate discipline, Area, or Department faculty and the immediate administrator, the provisions of Article XXVII may be waived. In the case of a waiver, discipline, Area, or Department faculty shall recommend a candidate from the approved roster of part-time faculty. Articles IV.F.1., 2. and 4.; VII, XV, XVI, XVII, and XXVIII shall not apply to temporary (non-permanent track) teachers.

ARTICLE X RESIGNATION AND RETIREMENT

A. Resignation

1. A permanent contract teacher who intends to terminate his full-time employment at MCC at the end of the academic year shall notify the Board of his intent as soon as possible, preferably by April 15, so that the selection process defined in Article XXVII can be initiated in the affected Department or Area.

2. Resignations shall be submitted in writing to the President.

3. Resignations occurring at times other than the end of the academic year may be accepted by the Board when it is mutually agreed that the action is in the best interest of the individual and the College.

B. Retirement

1. Eligibility for retirement shall be governed by the provisions of the Public School Employees Retirement Act. (Earliest regular retirement age under this Act is age 55.)

2. A teacher shall be retired at the conclusion of the semester during which he attains the age of 70, except that the Board may elect to engage the services of a teacher on a year-to-year basis beyond the age of 70 upon presentation of evidence of good health.

3. Retired teachers under age 70 may be hired as temporary teachers pursuant to Article IX.B. and shall be compensated at the rate of $500 per equated hour.

4. Retired teachers who are on an Area's list of part-time teachers may be hired for part-time teaching and shall be compensated at the staff rate.

ARTICLE XI COLLEGE CALENDAR

A. The parties to the Agreement shall, during its effective period, negotiate a calendar for the succeeding academic year after the termination of this Agreement. This calendar shall be completed by March 1, and shall indicate the beginning and ending dates of all instructional periods, including semesters, trimesters, and summer sessions; any other days for which faculty attendance or performance is required and all recess days or periods.

B. There shall be no alteration of this calendar except by mutual consent of both parties.

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE

The provisions of this section apply to all semester, trimester, and summer sessions or portions thereof.

A. Scheduling of Classes and Work Schedules

1. No less than sixty (60) calendar days prior to the published deadline date for submission of the Class Schedule to the Office of the Senior Vice-President for Academic Affairs, each Area shall be supplied with scheduling guidelines and shall then have thirty (30) days to submit recommendations regarding the Class Schedule to their immediate supervisor which he shall consider when drafting the course schedule of that Area. There shall be at least thirty (30) days between the deadline for faculty submission of recommendations on the Class Schedule for one term and the submission of recommendations on the Class Schedule for the subsequent term.

2. A similar opportunity will be made available to counselors, librarians, teachers in Learning and Academic Assessment Centers, and Coordinators of Cooperative Programs in establishing their Area's work schedule. An Area's work schedule will not necessarily be built for a semester at a time.

B. Instructional Assignments

A system for determining the order of selection of instructional assignments and for covering the instructional program shall be drafted in accordance with Appendix H by the teachers of each Area (see listing in Appendix F) by October 1. If an Area has not submitted a contractually consistent plan by this date, the Service Committee shall establish an interim plan for that Area until such a plan is submitted. The Area plan shall stay in effect at least one year.

In the event the plan drafted does not adequately cover the instructional program, the teachers shall be advised by their instructional supervisor and given a second opportunity to devise the system. If the second draft of the system is not satisfactory, an appeal shall be made to the Instructional Dean, whose decision shall be final.

The established system shall be in accordance with the terms of this Agreement and the guidelines provided below.

1. In the event the teachers of a Department or Area do not establish a system for determining the order of selection of assignments by October 1, the selection of assignment shall be based on Department or Area seniority. Should a tie in seniority occur, order of participation in the process of selection shall be settled by lottery.

B. (Continued)

2. If any classes of a teacher's regular assignment fail to materialize, that portion of his class load shall be completed under the terms of 5. below prior to the assignment of any classes to other persons.

3. The scheduling of full-time teachers' classes shall be accomplished prior to the assignment of any classes to other persons.

4. Teachers identified as MCCFO negotiators shall be scheduled according to the provisions of Article III.K.4.

5. All daily classes for any teacher shall be scheduled within a six (6) hour time interval. No teacher shall be required to teach more than three (3) consecutive hours without a break of at least one (1) hour, nor shall he be assigned a class before 10:00 a.m. on a day following a class assignment after 6:00 p.m. without prior agreement of the teacher involved. Failure to waive any of these provisions will not be considered in the evaluation process or as a condition of employment. Individual teachers for whom full teaching loads cannot be generated within the time limits as established above, shall not be required to teach after 6:00 p.m. for more than two (2) evenings per week. Provisions of this paragraph apply only to classroom teachers.

6. For those teachers whose regular assignment is thirty-five (35) hours per week, no individual shall be required to accept an assignment in excess of 8 hours per day nor two (2) evenings after 6:00 p.m. per week. In addition, no individual shall be required to accept an assignment that is split (excluding a one hour break for lunch or dinner). Failure to waive any of these provisions will not be considered in the evaluation process or a condition of employment.

7. The criteria for Inter-Campus/Divisional, Department/Area teaching assignments, to complete a workload, shall be a minimum accumulation of twenty (20) semester hours, at least fifteen (15) of which shall be graduate credits in the discipline to be taught or equivalent experience in occupational areas.

8. Prior to the time a teacher selects his regular assignment, he shall be advised of all sections being blocked.

B. (Concluded)

9. Deviations from a teacher's regular workload may occur only if a class fails to materialize, or if mutually agreed between a teacher and his supervisor; however, bumping shall not be allowed where a teacher can complete his full workload from unassigned classes within his Area/Department/Division and consistent with Article XII.B.5. Errors in the Schedule of Classes shall not be binding.

10. Each faculty member must schedule his workload to be on campus for classes a minimum of three (3) days per week.

11. During Faculty Development and Organization days, all teaching faculty shall be on campus the same number of hours per day as regularly scheduled for non-teaching faculty (counselors, librarians, etc.) However, these hours must be scheduled between 8:00 a.m. and 5:00 p.m. The following tasks may be assigned according to the plan developed by each Area:

    a. Curriculum development
    b. Academic placement assistance
    c. Other normal Departmental and/or Area tasks
    d. Committee meetings

    Meetings called by the administration during faculty development days shall be called in accordance with VI.A. and shall be for the purpose of conducting College business. All other meetings, assemblies, workshops, or lectures shall be voluntary, except for those scheduled jointly by the Standards Committee and the Senior Vice-President for Academic Affairs for the spring term Faculty Development Day.

C. Hour Load

Variations in hour load as described hereafter can be arranged by agreement between the teacher and his instructional supervisor.

1. Classroom Teachers

    a. For purposes of computing hour load, one credit hour shall be equal to one equated hour except as specified below:

    b. A teacher shall teach no less than fourteen (14) and no more than sixteen (16) equated hours per semester.

C. 1. b. (Concluded)

However, during the summer and fall semesters, a teacher in an overstaffed area may reserve one of his summer selections and/or up to two fall extra-contractual selections to apply in fulfilling the regular workload requirement for the spring semester. If these reserved credit hours are not used to fulfill the regular workload requirements, the teacher will be compensated for them at their appropriate rates as provided in Article XIV. The banking option may be exercised only one time during the term of this agreement.

c. Trimester hours shall be equated to .88 of one semester hour for the purpose of determining faculty hour workload.

d. The regular workload for teachers on the trimester calendar shall total 36 credit hours annually, normally distributed as fourteen (14) credit hours weekly in the fall and winter trimesters and eight (8) credit hours weekly in the spring trimester or as sixteen (16), sixteen (16), four (4), respectively, at the teacher's option. However, no more than one-half of the teachers may select the second option and the extra-contractual limitations found in Article XIV.A.4. shall apply in either case. Other variations in the distribution of this workload can be arranged by agreement between the teacher and his instructional supervisor.

e. Course contact hours which exceed credit hours shall be equated at eight-tenths (.8), except as provided hereafter.

f. A contact hour is defined as a fifty (50) minute class session.

g. Science wet lab sections as defined in Appendix C.11. shall be equated at 1.0 in recognition of the large classes scheduled in that area. This exception shall preclude such labs from participation in the student penalty pay.

h. English composition classes shall be equated at one and one-third (1.33).

i. Where course contact hours are less than credit hours the equated hours for the course shall be equal to the contact hours.

j. Directed studies shall be equated at two-tenths (.2) times the number of students enrolled.

C. 1. (Concluded)

k. Team teaching shall be prorated on the basis of actual instructional time, based on the equated hours for the assignment being team taught.

l. Combined sections of the same course shall be equated as follows:

2 at 1.5
3 at 1.8
4 at 2.0

Combined sections shall be considered individually for the purpose of computing productivity pay.

m. When different courses are intentionally combined in the same section, the following limitations will apply:

(1) The courses shall be highly similar in nature.

(2) No more than three (3) courses shall be combined in any such section.

(3) The maximum number of students enrolled in such a section shall not exceed twenty-eight (28)

(4) Teacher credit for such combined sections shall equal the highest credit granted for one of the courses.

n. Directed studies, team teaching, and combined sections as specified in j., k., l., and m. above shall require the consent of the teacher(s) and the approval of the Instructional Dean.

o. Entire sections shall be taught by a single teacher unless team teaching is agreed to by teachers who teach the course and is authorized by the Instructional Dean.

p. Lecture portions of Nursing courses shall be scheduled as section(s) separate from the clinical/laboratory portion(s) of those courses. Such lecture sections shall have equated hours equal to contact hours.

Clinical/laboratory sections shall be equated at .9 equated hours per contact hour.

C. (Continued)

2. Counselors, Librarians, Learning and Academic Assessment Centers teachers, Apprentice Coordinators, and Research Assistants.

   a. The workload of counselors, librarians, Learning and Academic Assessment Centers teachers, apprentice coordinators, and research assistants shall be thirty-five (35) hours per week exclusive of lunch hours. Holidays and recesses shall be determined by the instructional calendar.

   b. The system for determining the workload shall be in accordance with XII.B.6.

   c. There shall be provided an eight (8) week rider to the basic contract of librarians who had ten (10) week riders during 1971-72. Compensation shall be at the teacher's hourly rate. This eight (8) week employment shall normally be available during the summer period. However, the immediate supervisor may assign a portion of this employment during the recess periods shown on the academic calendar. This assignment shall be made no less than thirty (30) days before the work is expected to be performed.

   d. The work schedule for counselors shall be either a 44-week period or a 34-week period. Counselors may select either option but no more than 30% may select the 34-week schedule. The selection of this option must be given to the appropriate administrator by August 1 of each year. Counselors selecting the 34-week option will have the same schedule as the negotiated academic calendar.

   e. Counselors having the 44-week option will be scheduled for any 44 weeks during the calendar year excluding holidays and the time between Christmas and New Year's Day and each will be allowed to schedule at least two (2) weeks off between the end of the Spring term and the start of the Fall term. Normally, the 44-week option shall consist of 219 duty days. However, when a recess or holiday (except Christmas Eve, Christmas, New Year's Eve, and New Year's Day) observed by the College falls during a scheduled workweek, a full week (5 duty days) will be credited. If any of the foregoing enumerated holidays fall during a scheduled workweek, the duty days displaced by the holiday(s) from the normal 5-day workweek will be made up at a different time.

      Counselors with the 44-week option may complete a full week of work in the last week of an academic year with work days which fall in the succeeding academic year. The resulting workweek may be credited to the 44-week obligation of either academic year.

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C. 2. e. (Concluded)

Schedules will be made known to the 44-week counselors for a minimum of a semester at a time. Each counselor will select, according to the Area plan, a master schedule (individual workload) for each semester. These will be coordinated by the scheduling coordinator. Any variation from this master schedule must be approved by the immediate administrator.

Counselors selecting the 44-week option will be paid at the rate of 1.27 times their annual base salary. However, if a counselor's annual base salary exceeds the regular maximum, provided in Appendix A.3., then his pay will be annual base pay plus 27% of the regular maximum. That is, longevity steps will not be used in calculating pay for the additional ten (10) weeks.

f. The regular workload of counselors, librarians, Learning and Academic Assessment Centers teachers, and research assistants shall not include classroom teaching except as provided in Appendix F.C.2.d.

3. Coordinators of Cooperative Programs

The regular workload for a coordinator of cooperative programs shall be a student workload of not less than fifty (50) nor more than sixty (60) students.

a. If there are insufficient students to comprise a full load for a full-time coordinator, the equated hours for those students comprising a portion of the regular load shall be computed at three-tenths (.3) times the number of students.

b. The provisions of Article XII.C.1.l. (combined sections) and Article XII.D.1. (productivity pay) shall not apply to cooperative education.

c. In the technical cooperative education area teachers employed as full-time cooperative education coordinators during the 1976-77 academic year may exercise either of the following options as determined by the area plan for that Area:

(1) One of the cooperative education coordinators shall be responsible for all seminars in the Area and shall have a student load of thirty-five (35) students. The other coordinator shall have a student workload of not less than fifty (50) nor more than sixty (60) students.

(2) Each of the coordinators of cooperative programs in the Area shall teach a seminar (or seminars) and shall have a student workload of forty-five (45) students.

C. (Concluded)

4. Internship-Clinical-Service Coordinators

   The workload of the Internship-Clinical-Service Coordinators shall be 35 hours per week exclusive of lunch hours, and reasonably distributed over the five-day period except for holidays and recesses.

   a. Internship and clinical coordinator positions shall be selected for the entire academic year and persons selecting these positions shall perform the duties included in, but not limited by, the respective program accreditation guidelines. If there are insufficient students to comprise a full academic load based upon .3 per student, the coordinator's academic load shall be prorated between coordination and classroom teaching.

D. Student Load

1. The average number of students in the classes taught under the teacher's basic workload shall not exceed twenty-eight (28) based on class count at the end of the third week of the semester or term. In the event the average exceeds twenty-eight (28), the teacher shall receive as a productivity payment, consistent with the schedule of Appendix B, the amount of six dollars ($6.00) per student credit hour for the excess number of students over the average as defined above. Extra-contractual and summer classes shall not be included in the computation of productivity pay.

2. Speech, Reading, Business Communications, and English composition classes shall not exceed twenty-eight (28). Creative writing classes shall not exceed thirty-two (32).

3. Consistent with the timelines in XII.A., other variations in student load may be cooperatively established between the faculty of an Area or Department and the instructional supervisor, with the approval of the Senior Vice-President for Academic Affairs.

4. Experimentation by the individual teacher in class size, methods of instruction and media shall be encouraged and recognized provided it is within budgetary limitations, and with approval of the instructional supervisor and Senior Vice-President for Academic Affairs.

5. The number of students in laboratory classes shall not exceed the number of available work stations.

6. Compensation of teachers authorized to perform technical laboratory maintenance shall be at the rate of ten dollars ($10) per hour. This compensation is excluded from the provisions of Article XIV.A.4.

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE (Concluded)

D. (Concluded)

7. The provision of assistants for science laboratories shall be continued.

ARTICLE XIII TEACHING FACILITIES

A. The Board shall provide each teacher, subject to budgetary limitations, ample office space and equipment which is necessary to carry out activities which clearly relate to teaching duties. In addition to the usual office supplies, teachers shall have access to resources available such as typewriters, calculators and duplicating machines. The objective is the two person office with appropriate individual equipment for each teacher. All new facilities shall be built with offices designed for no more than two persons and no more than two persons shall be assigned to these offices without agreement between the immediate supervisor and teachers involved. No person(s) shall enter a teacher's office without permission of the teacher except in an emergency or for normal cleaning and maintenance.

B. The Board shall continue to provide office facilities for the counseling of students which afford the highest degree of privacy.

C. The Board shall provide at no charge, year-round, well-maintained, well-lighted and patrolled parking lots limited to full-time staff and conveniently located on each campus.

D. The Board shall maintain for the exclusive use of the professional staff, well-equipped lounging, dining and rest areas.

E. The Board shall provide a separate reading room in the South Campus Library and a reading area in the Center Campus Library exclusively for use of the professional staff for research and in-library reading. These rooms or areas shall not be used, however, as substitutes for regular offices.

F. The teachers shall have the right to use the school mailing facilities for intra-campus and outside mailing purposes. Postal charges borne by the College are limited to non-personal mail. Teachers' mail shall not be opened and the mailboxes of teachers shall not be disturbed under any circumstances by unauthorized persons. The use of College mailing facilities shall be for College related business only.

G. Adequate secretarial services shall be provided for each Department or Division.

H. Classrooms shall be quiet, well-equipped, well-lighted and shall be assigned according to the needs of the class to be taught in the rooms. Rooms must conform to safety and fire regulations which determine the number of students for any allocated room space.

ARTICLE XIII TEACHING FACILITIES (Concluded)

I. The Board shall make arrangements for a well-equipped area on each campus where illness or injuries which occur on College premises can be adequately treated. The College shall maintain the services of a staff nurse on the South Campus. Clearly defined procedures to guide teachers in the handling of emergencies shall be provided by the appropriate Vice-President of each campus.

ARTICLE XIV EXTRA-CONTRACTUAL, SUPPLEMENTAL, SUMMER AND REASSIGNED TIME ASSIGNMENTS

Full-time teachers employed beyond their basic contractual obligation shall receive compensation and shall be expected to work subject to the provisions set forth in this Article.

A. Extra-Contractual Assignments

1. Teachers employed for extra-contractual assignments as defined in Appendix C.13. shall be paid at the rate of 1/50 of their basic annual salary per equated hour taught, consistent with the provisions of Article XII.C.

    a. A teacher whose regular workload is in the range of fourteen (14) to fifteen (15) equated hours shall be paid for equated hours taught in excess of fifteen (15) at the extra-contractual rate.

    b. A teacher whose regular workload is in the range of fifteen (15) to sixteen (16) equated hours shall be paid for any additional equated hours in excess of regular workload at the extra-contractual rate.

    c. A teacher whose regular workload exceeds sixteen (16) equated hours shall be paid for those equated hours in excess of fifteen and one-half (15-1/2) or sixteen (16), at the teacher's option, at the extra-contractual rate.

    d. If a teacher's basic annual salary exceeds the regular maximum provided in Appendix A.3., then the rate per equated hour shall not exceed 1/50 of that regular maximum. That is, longevity increments shall not be used in calculating extra-contractual pay.

2. Teachers as defined in Appendix C.3. performing extra-contractual services other than classroom instruction shall be compensated at three-fifths (3/5) of their hourly rate computed on the basis of a thirty-five (35) hour week except as provided below:

    a. Counselors selecting the forty-four (44) week work schedule provided in Article XII.C.2.d. shall be paid in accordance with that Article.

A. 2. (Concluded)

b. Librarians with eight (8) week riders as provided in Article XII.C.2.c. shall be paid for that time at 90% of their hourly rate. Librarians without such riders will be compensated for their first eight (8) weeks of extra-contractual work at 90% of their hourly rate. Coordinators in the CHRD shall also be covered by this sub-section.

c. Learning and Academic Assessment Center teachers and apprentice coordinators shall be paid at 90% of their hourly rate for up to eight (8) weeks of work during the period from the end of the spring semester to the beginning of the fall semester.

d. For the purposes of sub-section a., b., and c. above, if the teacher's basic annual salary exceeds the regular maximum provided in Appendix A.3., then the hourly rate for that teacher shall be calculated using the regular maximum. That is, longevity increment shall not be used in calculating extra-contractual pay.

3. Each teacher shall have the right to accept or reject at his option any and all extra-contractual assignments. The Board shall not obligate a teacher to assume an extra-contractual assignment without prior written consent of the teacher involved nor shall the Board or any administrator impose a condition on any individual that his employment is contingent upon willingness to accept an extra-contractual assignment.

4. A teacher may select extra-contractual assignments within the limits of availability; but shall be limited to twenty-two (22) equated hours annually, and no more than ten (10) equated hours in any one term.

5. All extra-contractual assignments must first be offered to full-time teachers before being offered to non-bargaining unit personnel. Each Department or Area shall develop its own plan by which priorities in assignments shall be determined.

6. The availability of all extra-contractual assignments shall be made known by posting in the respective divisions as soon as possible. Offerings of the division of continuing education shall be made public by posting in each division one week prior to the start of such assignments.

7. The limitations of A.4. above may be exceeded by the following options:

a. If an extra-contractual load is below the annual limit or the term limit and the selection of an additional class (but not to exceed a third selection) would cause either of those

A. 7. a. (Concluded)

limits to be exceeded, then that class may be selected. The amount by which this selection exceeds the limits of A.4. above, shall be paid at the maximum of the part-time rate. This option may be exercised only one time annually.

b. If an extra-contractual load is below the term limits and the selection of an additional class (but not to exceed a third selection) would cause the term limits to be exceeded, then that class may be selected. The amount by which this selection exceeds the limits of A.4. above, shall be paid at the maximum of the part-time rate. This option may be exercised in both the fall and spring terms as long as the total of these does not exceed the annual limit of twenty-two (22) equated hours and the teacher does not teach during the summer term.

8. Equated hours for cooperative programs, or portion thereof, taught as an extra-contractual assignment shall be computed at the rate of one-fourth (.25) times the number of students.

9. At the start of each semester and prior to the date for selection of extra-contractual classes, including summer classes, the administration will provide each Area's scheduling representative with a list of all extra-contractual hours taught by each Area member including extra-contractual work performed outside of the area.

10. Priority in the selection of extra-contractual assignments shall be in the following order:

a. Discipline in which the assignment is offered.

b. Discipline at the other campus corresponding to the discipline in which the assignment is offered.

c. Selection pursuant to Appendix F.C.2.d. of classroom assignments by Learning and Academic Assessment Center teachers who have declared the required intent, and selection of Learning and Academic Assessment Center assignments by classroom teachers. This priority is only for selection of a portion of base load and not for selection of extra-contractual assignments.

d. Full-time faculty at large.

B. Summer Assignments

1. Classroom teachers employed for all or a portion of the time from the end of the regular spring semester to the beginning of the

B. 1. (Continued)

fall semester shall be paid at the rate of three one-hundredths (3/100) of their basic annual salary per equated hour taught. However, this amount shall not exceed one-fiftieth (1/50) of the regular maximum. This rate shall also apply to all trimester courses beyond the regular workload during the summer trimester.

2. Those employed for a thirty-five (35) hour week such as counselors, librarians, teacher coordinators of work programs, and teachers in Learning and Academic Assessment Centers, shall be employed consistent with the provisions of XII.C.2. These teachers shall be compensated as provided in A.2. above.

3. All summer assignments must first be offered to full-time teachers before being offered to non-bargaining unit personnel.

4. All full-time teachers have the right to teach summer session courses consistent with the limitation in A.4. above and within the limits of class availability. Each Department or Area shall develop its own plan by which priorities in assignments shall be determined.

5. The availability of summer assignments shall be made known by posting in the respective Divisions as soon as possible.

6. The equated hours for coordinators of cooperative programs shall be prorated consistent with the length of the assignment and with A.8. above.

7. During the summer session no class shall be scheduled for longer than eight (8) weeks.

C. Supplemental and Reassigned Time Assignments

All teachers shall be informed of the availability of reassigned time in excess of that needed for Department or Area coordination and shall have the right to present proposals requesting reassigned time, consistent with the conditions of Article I.A.5. It shall be the responsibility of the administration to ensure that such reassigned time is distributed equitably.

1. The granting of reassigned time and the issuance of supplemental assignments for the coordination and performance of necessary activities related to the instructional program of a Department or Area shall be subject to the approval of the instructional supervisor upon the submission of a documented request by a teacher or the teachers of that Department or Area. Denial of the request on any administrative level shall be accompanied by a written rationale. A method for distribution of reassigned time, or supplemental assignments requested, shall be included in the original proposal.

ARTICLE XIV EXTRA-CONTRACTUAL, SUPPLEMENTAL, SUMMER AND REASSIGNED TIME ASSIGNMENTS (Concluded)

C. (Concluded)

2. A teacher may not assume supervisory or administrative duties under reassigned time arrangement or supplemental assignments.

3. A teacher shall be informed in writing of the full requirements of any supplemental non-teaching services prior to the signing of a supplemental agreement. The provision outlined in XIV.A.4. shall not apply to supplemental contracts.

4. Teachers employed for supplemental assignments as defined in Appendix C.14. of the Agreement shall be paid at a rate mutually agreeable between the employee and the employer and commensurate with rates prevailing in the community for such professional skills.

D. 1. A teacher is qualified to select extra-contractual or summer assignments on an inter-divisional/departmental basis if he meets the standards of Article IV.D. or has accumulated twenty-three (23) semester hours, at least eighteen (18) of which shall be graduate credits, in the discipline to be taught or equivalent experience in occupational areas.

Teachers requesting a determination regarding their qualifications under this provision shall request, in writing, that the Employee Relations Office review their credentials not later than August 15, for the fall semester; December 15, for the spring semester; and April 30, for the summer session. All credentials must be on file in the Employee Relations Office by the dates listed above.

2. The qualifications for teaching extra-contractual or summer assignments on an intra-divisional/departmental basis shall be as specified in XII.B.7.

E. Special Assignments

Full time faculty may request and may be placed on special assignment. Teachers on special assignment shall continue to accrue and shall retain the right to exercise all rights and privileges in their area.

ARTICLE XV PROFESSIONAL GROWTH

A. Professional growth and the cost thereof are the responsibility of the individual faculty member. It is expected that each faculty member will continue to participate in activities that will further his or her professional growth.

B. Each teacher shall be entitled to eight (8) days professional absence during a school year, subject to conditions outlined below, to attend local, regional, national or international professional conferences or exhibits without loss of pay when approved in advance by the appropriate administrators. Computation of days to be deducted for professional business shall include the first and last day of professional business and all intervening faculty duty days. Such conferences or exhibits shall be directly related to the work of the teacher.

1. The teacher who anticipates a professional absence must complete an absence request form which will be submitted to his immediate supervisor for processing and recommendation to the appropriate Vice-President at least five (5) working days before said absence. Professional days shall be calculated to cover days of the conference plus the equivalent of one additional travel day as needed. Failure to obtain authorization for absence may result in loss of pay for the period of absence. Verification of conference or meeting attendance shall be supplied the College by the teacher filing a registration receipt or other proof of attendance within five (5) working days of his return to work.

2. The teacher who is to be absent shall be responsible for making advance arrangements for his classes. Arrangements made, including the possibility of substitute, shall require the approval of the immediate supervisor.

ARTICLE XVI PROFESSIONAL LEAVES OF ABSENCE

A. General Provisions

1. Professional Leaves shall be limited to:

   a. Compensable

      (1) Sabbatical Leaves or Retraining Leaves
      (2) Leaves for Exchange Teaching

   b. Non-Compensable

      (1) Advanced Study Leaves
      (2) Leaves for Foreign country or Military School Teaching
      (3) Grants or Fellowships

2. Professional Leaves of Absence, excluding Sabbatical Leaves, may be granted permanent status teachers. Such leave and extensions thereof shall be subject to the approval of the Board upon recommendation of the President.

3. Upon return from a Professional Leave, a teacher shall be placed at the same level of the salary schedule which he would have achieved had he not taken a Professional Leave.

A. (Concluded)

4. Requests for extension of a Leave of Absence must be made in writing at least sixty (60) days before the termination of leave. Failure to request an extension shall constitute termination of leave. Failure to return to employment upon termination of leave shall constitute termination of employment.

5. Benefits or rights accumulated by a teacher prior to the effective date of the Leave of Absence shall be carried forward and credited to the teacher upon his return.

6. Teachers who have been on a Professional Leave may be considered for another Professional Leave after they have returned for one (1) year..

7. Application for Professional Leave other than Sabbatical must be filed with the Director of Personnel Administration no later than fourteen (14) weeks preceding the semester or trimester that the leave shall become effective. Application for Sabbatical Leave, together with a plan of work, must be filed with the Sabbatical Leave Committee not later than March 15 of the academic year preceding the academic year for which the leave is requested. In computing the times for the application of all Professional Leaves, the time between the end of the spring term and the beginning of the fall term shall be excluded. Pertinent dates herein shall be published by the Director of Personnel Administration during the first month of the fall term.

8. The Director of Personnel Administration shall notify the teacher of the expiration of his leave ninety (90) days preceding the expiration date. The teacher shall forward his intent to return sixty (60 days prior to the beginning of the semester or trimester in which he intends to resume his teaching duties.

B. Compensable Leaves

1. Sabbatical Leaves

A Sabbatical Leave, not to exceed one academic year, may be granted to a permanent status teacher consistent. with B.1.b. below, for the purpose of improving the quality of that teacher's instructional ability. For purposes of this section, years of active service of employment shall be computed from the date of hire for full-time teaching employment at MCC and include all years of full-time active teaching. Request for Sabbatical Leave shall be presented to the Board by the President with his recommendation for approval and the recommendation of the Sabbatical Leave Committee which shall follow these guidelines:

B. 1. (Continued)

a. The purpose shall be for professional study, work on publications, educational travel relevant to the employee's teaching responsibility, travel combined with study, research, or other purposes which will, in the opinion of the committee and the Board, improve the quality of instruction at MCC. The teacher shall identify these purposes in a plan submitted with his application for Sabbatical Leave and he shall report his accomplishments to the committee upon his return. The Sabbatical Leave Committee shall present these reports to the Board of Trustees along with its own final report within one month of the Sabbatical Leave recipient's return.

b. Sabbatical Leave granted teachers shall be distributed among teachers and compensated in accordance with the following schedule:

Years of Active Service at MCC	Percent of Year's Salary
	50% 2 Semesters
7	100% 1 Semester

c. Subject to all other applicable general provisions relating to leaves contained in this Agreement, not inconsistent herewith, the percentage of salary shall be based on the salary that would have been paid the teacher had he continued on a regular teaching assignment. Compensation while on Sabbatical Leave is limited to the appropriate percentage of contractual salary. Special arrangements for payment of salary will be considered upon application for Sabbatical Leave.

d. Any teacher granted a Sabbatical Leave agrees to return to teaching service with Macomb Community College for at least one (1) academic year following the period of Sabbatical, unless this obligation is waived or deferred in whole or in part by the Board. Seniority to qualify for eligibility for further Sabbatical leave shall include only the years of active employment worked subsequent to return from Sabbatical Leave.

e. If a request for Sabbatical Leave is disapproved or denied by the Sabbatical Leave Committee, the President or the Board, the teacher shall receive reasons for denial in writing by the party taking such action.

B. 1. (Concluded)

f. A teacher who does not return to Macomb Community College for a period of at least one (1) year after completing his Sabbatical Leave shall reimburse the Board for all monies received from it during such leave. A teacher granted Sabbatical Leave shall not accept employment while on leave without the approval of the President. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvements are excepted.

g. The total number of teachers approved for Sabbatical Leave annually shall be at least six (6) teachers if the number of applications recommended by the Sabbatical Leave Committee is sufficient. However, the number of available Sabbatical Leaves shall be reduced by the number of Retraining Leaves awarded according to XXVIII.B. on a ratio of two (2) Sabbatical Leaves to one Retraining Leave. Upon exhaustion of Sabbatical Leaves for retraining, the College shall provide one Retraining Leave at full pay for one year. Retraining shall have priority over Sabbatical Leave. Recommendations of the Sabbatical Leave Committee shall be ranked in priority order and should include alternates who may be granted such leave if a higher ranked applicant does not accept, providing that the number of approved applicants is sufficient.

h. The Sabbatical Leave Committee shall consist of five (5) teachers appointed by MCCFO.

i. The Board shall notify the Sabbatical Leave Committee and each applicant of the disposition of his request for Sabbatical within thirty (30) days of receipt of the application, necessary plan of work, and the written recommendation of the Sabbatical Leave Committee.

2. Leaves for Exchange Teaching

A teacher may be granted a one (1) year leave for exchange teaching.

The plans as formulated by the Office of the United States Commissioner of Education, in which each exchange teacher remains under the control of the home district in matters of pay and other related considerations, shall be in full effect.

C. Non-Compensable Leaves

1. Advanced Study -- Occupational Skill Upgrading Leave

A teacher may be granted a one (1) year leave for advanced study or occupational skill upgrading.

C. (Concluded)

2. Leaves for Foreign Country or Military School Teaching

   A teacher may be granted leave for Foreign Country or Military School teaching.

3. Grants or Fellowships

   These leaves may be granted for grants and/or fellowships which relate to the teacher's professional competence or to his work.

   Such leaves may be granted for up to three (3) years and may be renewed annually subject to submission of verification of satisfactory progress.

ARTICLE XVII PERSONAL LEAVES

A. General Provisions

1. Requests for Personal Leaves and extensions shall be submitted to the Director of Personnel Administration and are subject to the approval of the Board upon recommendation of the President.

   The teacher shall be notified in writing of the Board's decision within ten (10) working days.

2. Personal Leaves shall include the following leaves:

   a. Health Leaves due to Physical or Mental Causes.
   b. Leaves to Care for Ill Members of Immediate Family
   c. Maternity Leaves
   d. Military Leaves
   e. Leaves of Public Service
   f. Mutual Consent Leaves

3. A teacher returning from Personal Leave shall have the right to return at the beginning of a term provided that a teacher shall give notice of his intention to return at least one hundred twenty (120) days before the start of that term. A teacher returning from Personal Leave of one semester or less shall have the right to return to the Department/Area from which he left. The Director of Personnel Administration shall notify the teacher of pertinent dates.

4. Upon return, a teacher on Personal Leave shall receive any negotiated general salary increase granted, excluding increments (except as provided in paragraph E. for which service increments shall be awarded). Such salary shall be in effect one (1) year from date of return, subject to change due to earned increments occuring during the one year period following return and any further negotiated general increase.

A. (Concluded)

5. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon his return, consistent with the terms of this Agreement.

6. Personal Leaves, except in emergencies, shall commence and terminate with the beginning of the semester or trimester.

7. Benefits to teachers on Personal Leave are limited to those stipulated in this Agreement.

B. Health Leaves

1. Health Leave not falling within Sick Leave Policy may be granted. Such request shall be in writing and shall be accompanied by a written diagnosis by the attending physician. Such Health Leave may be considered for renewal annually.

2. Requests for extensions of such leaves or notice of intention to return must be made at least sixty (60) days prior to the termination date of the leave, provided that the applicant's statement of medical probability that he will be fit to return satisfies the requirement of notice. Failure to return after termination date of the leave will constitute termination of employment. Notice of intention to return must be accompanied by a doctor's statement attesting to the teacher's fitness.

C. Leave for Care of Ill Members of the Immediate Family

1. Leave may be granted to care for ill members of the immediate family upon request by the teacher. Sufficient proof must be submitted to the President that such a leave, or extension of such a leave, is necessary before the request will be granted.

2. A teacher may use Sick Leave Days to care for ill members of the immediate family when an extended leave for such a purpose is unnecesary.

D. Maternity/Child Care Leave

1. Upon written request, a teacher who is an expectant mother, who adopts a child, assumes the legal responsibility of a family, or acquires a family by marriage may be granted a leave of absence.

2. A teacher granted Maternity/Child Care Leave must return to work not later than one (1) year from the end of the semester in which leave was taken. Failure to return at this time will constitute termination of employment; however, two extensions of one year each Maternity/Child Care Leave may be granted upon application by the employee on leave.

D. (Concluded)

3. Request for Maternity/Child Care Leave shall be submitted no later than thirty (30) days prior to the beginning of the semester during which the Maternity/Child Care Leave is expected. However, an expectant mother may request her leave at the beginning of her pregnancy if such request is accompanied by a doctor's statement attesting to the need for leave. There should be no limitation on the length of time the expectant mother may continue to teach, except that after the fifth month of pregnancy, the expectant mother shall submit a statement from a licensed medical or osteopathic physician each month attesting to her physical fitness to teach that month.

E. Military Leaves

1. A teacher who is conscripted, or who enlists while eligible for conscription, or joins the Peace Corps in lieu of conscription, shall be reinstated as a regular teacher with full credit including annual increments under the salary schedule.

2. Increment credit for Military Leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the teacher's military obligation.

3. When a teacher must take temporary Military Leave (not to exceed fourteen [14] school days) during the school year, the Board shall compensate the teacher involved for the difference between the teaching pay and the military pay and shall provide a substitute for his position, if necessary, without loss of pay; however, all reasonable efforts by the teacher must be pursued to arrange leave during the summer.

F. Leaves for Public Service

A teacher may be granted leave for Public Service on an annual basis if he is elected or appointed to public office, subject to sufficient notice to make adequate provision for replacement. Such leave shall not be extended beyond a second year and the request for extension must be made in writing at least sixty (60) days before the expiration date of the original leave.

G. Mutual Consent Leave

A Personal Leave may be granted to a teacher upon his request when it is mutually agreeable to the teacher and the Board.

ARTICLE XVIII PERSONAL BUSINESS LEAVE

A. Each teacher will be allowed up to five (5) days (non-cumulative) per year for personal business. Personal business may not be taken immediately preceding or immediately following holidays or recess

ARTICLE XVIII PERSONAL BUSINESS LEAVE (Concluded)

A. (Concluded)

periods for the purpose of extending such periods. A Report of Absence Form must be submitted per present operating procedures, except at no time shall a teacher be required to reveal the nature of such personal business. Computation of days to be deducted for personal business shall include the first and last day of personal business and all intervening faculty duty days.

B. A teacher will be allowed up to five (5) days funeral leave for each bereavement in his immediate family. A Report of Absence Form must be submitted per present operating procedures.

C. Upon timely request of the teacher, and with the approval of the immediate instructional supervisor, temporary substitutes shall be provided for teaching duties ordinarily assumed by the absent teacher during a Personal Business Leave Day.

D. A teacher employed at any time other than the beginning of the fall semester shall have his Personal Business Leave Days prorated for the period of employment of the academic year.

ARTICLE XIX JURY DUTY

A leave of absence shall be granted to a teacher called for jury service. In such cases, the teacher shall notify the Director of Personnel Administration at the time of the call, and the Board shall pay to the teacher an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid.

All rights and benefits provided by this Agreement shall be continued uninterrupted for a teacher on this leave.

ARTICLE XX SICK DAYS

A. Each teacher shall be credited with one day of Sick Leave for each month of employment for personal illness or injury. There shall be a maximum of twenty (20) accumulated sick days, except that a teacher may use sick days accumulated prior to September 1, 1968, to maintain his allowance of twenty (20) accumulated sick days. Sick days may be used for child delivery. This provision shall not apply when an employee is on an approved leave.

B. The Board shall notify each teacher at the end of each academic year of the number of his earned Sick Leave Days.

C. The teacher shall provide a statement from a physician substantiating an absence due to illness of five (5) consecutive working days in order to be consistent with requirements of the insurance carrier.

D. Computation of days to be deducted from a faculty member's sick leave bank shall include the first and last day of illness and all intervening faculty duty days.

ARTICLE XXI METHODS OF COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Appendix A of this Agreement.

B. Salary payments shall be computed and paid in one of the following methods at the option of the teacher:

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly payments (see Appendix B). This option shall remain in effect each year unless the Payroll Office is notified in writing prior to August 1.

2. The annual salary shall be paid in twenty (20) equal bi-weekly payments, beginning with the first faculty pay date (see Appendix B). This option shall remain in effect each year unless the Payroll Office is notified in writing prior to August 1.

3. A teacher electing option 1. above, may, upon written request prior to May 1 of each year, receive the unpaid portion of his salary at the final pay date in May.

4. Extra-contractual pay for semester classes shall commence on the third pay date of the semester and shall be paid over eight (8) or ten (10) consecutive pays, at the teacher's option. The current option shall remain in effect unless the Payroll Office is notified by the first day of classes for that semester. However, payments for extra-contractual selections made after the first faculty pay date shall be paid beginning no later than the second faculty pay date from the start of the assignment and shall be prorated over the pay dates remaining in the teacher's eight or ten-pay option for that semester.

5. Extra-contractual pay for trimester classes shall commence on the third pay date of the trimester and shall be paid over seven (7) consecutive pays.

6. Pay for summer semester classes shall commence no later than the second pay date after the start of the teacher's classes and shall be paid over the number of pay dates in the classes' duration or over the remaining number of pay dates in the academic year, at the teacher's option. The current option shall remain in effect unless the payroll office is notified by the first day of the class. Variations in these options shall be available to teachers who have filed a letter of retirement.

7. Semester/trimester productivity pay shall be paid on the fifth (5th) pay of the semester/trimester.

C. Teacher's pay will be mailed to their residence to arrive every other Friday.

D. The teacher shall have the option to receive his pay at his division on the designated pay date provided he arranges this, in writing,

D. (Concluded)

with the College Payroll Office. The option shall be made at least three (3) weeks prior to the first faculty pay date, and any changes shall require a two (2) week written notification. Such changes will not be made for holiday pay periods.

E. The Board shall authorize items eligible for payroll deductions. These items shall include all those required by law, all tax sheltered annuity (TSA) plans, which comply with IRS Code 403B (these shall be added by July 1, 1982), and others as may be mutually agreeable to MCCFO and the Board. Any individual payroll deductions shall require proper authorization by the teacher. Upon receipt of a signed authorization for deduction of membership dues and assessments of MCCFO from any teacher, the sum of said dues and assessments as established by MCCFO will be deducted from the regular salaries of such teachers and remitted to the Treasurer of MCCFO. The number of deductions will be agreed upon with the Business Office.

F. Salary errors will be adjusted upon detection and corrections made retroactive within legal limits.

G. If it becomes necessary to contract professional service from any teacher, the rate of reimbursement shall be at the rate prevailing in the community for the type of professional skill sought by the employer. This service shall not affect the limits of extra-contractual assignments stated in Article XIV.A.4. Acceptance or rejection of such an assignment will not be considered as merit on the teacher's record nor shall it be considered a condition of employment.

H. The hourly rate for thirty-five (35) hours per week faculty shall be computed based on 169 days.

I. No unilateral withholding of a paycheck or any portion thereof shall be permitted except for unauthorized or unreported absences, disciplinary suspension or resignation without notice. In the case of disiplinary suspensions, the pay of the individual will not be withheld unless there has been prior notice, a hearing through the grievance procedure and final adjudication of the matter. In the event the matter has not been adjudicated by the end of the academic year, the disputed salary shall be withheld.

J. Payment for supplemental services will be made as specified in the supplemental contract detailing such services.

K. Teachers will receive payments for extra-contractual and summer school teaching on a bi-weekly basis at the salary rates set forth in XIV.A. of this Agreement. Payment shall be made according to dates set forth in Appendix B of this Agreement.

ARTICLE XXI METHODS OF COMPENSATION (Concluded)

L. When transportation is required and not provided by the College, travel between campuses or on any College business after a teacher has reported to his first daily assignment shall be reimbursed at the established College rate. Travel reimbursements forms shall be submitted monthly.

M. Compensation for temporary substitute teaching shall be paid at the rate of twenty dollars ($20.00) per contact hour when requested by the supervisor and accepted by the teacher. Pay for substitute teaching will be granted only for absences which have been charged to the absent teacher's leave account.

N. No compensation shall be paid to any faculty member except in accordance with the terms of this Agreement.

ARTICLE XXII CREDIT FOR PREVIOUS EXPERIENCE

A. Newly-hired teachers may be given credit for up to and including eleven (11) years of experience, provided that credit may not exceed the actual experience and there is no retroactive effect of this provision. The newly-employed teacher shall be placed on the salary schedule at a step commensurate with his acceptable experience according to the table below. Acceptable experience shall consist of teaching and work experience applicable to his assignment.

Years of Credit	Index to be Assigned
0	1.00
1	1.04
2	1.08
3	1.12
4	1.16
5	1.20
6	1.25
7	1.30
8	1.35
9	1.40
10	1.45
11	1.50

B. The selection committee established in Article XXVII shall, as a part of its function, recommend the acceptable experience to be credited to each newly-employed teacher. The experience to be credited shall be at the discretion of the Board but shall not exceed the provisions of A. above.

C. Former bargaining unit members who passed their probationary period will continue to accumulate salary benefits while employed by the College in an administrative position as though they had remained in the bargaining unit, and will be paid accordingly if they are reverted to faculty status. Such reverted administrators shall not

C. (Concluded)

have accumulated faculty seniority while serving as administrators. A transfer under Article IV.F. shall take precedence over the transfer of an administrator to a faculty position under this provision.

D. The College may credit acceptable institutional service of other administrators who are successful applicants for a faculty vacancy at a ratio of two (2) years of credit for three years of non-teaching service, beyond eleven (11) years of credit and an Index of 1.5 but not beyond an Index of 1.8. This provision is limited to administrators or bargaining unit members employed at MCC prior to April, 1977.

ARTICLE XXIII INSURANCE

The Board shall provide, at no cost to the teacher, except as specifically noted below, a program of insurance protection which shall remain in effect for the duration of this Agreement.

A. Life

The Board shall continue to provide life insurance protection in the amount of twice the teacher's annual base contract salary. Additional life insurance protection under existing policies may be purchased at the teacher's expense and paid for through payroll deduction subject to the limitations of the terms of the insurance contract.

B. Short-Term Sickness and Accident Insurance

The Board shall continue to provide Short-Term Sickness and Accident Insurance in the amount of 70% of the teacher's base contract and extra-contractual earnings of the preceding academic year or the teacher's current base salary, whichever his greater. Disability benefits shall commence upon the exhaustion of Sick Leave Days up to twenty (20) days or accumulated Sick Leave Days, whichever occurs first, but no sooner than the sixth (6th) day of absence. This insurance shall apply to absence from work because of illness, accident or hospitalization. Benefits continue through the thirteenth week or end of disability, whichever occurs first.

C. The Board shall continue to provide Long-Term Disability Insurance in the amount of 70% of the teacher's base contract and extra-contractual earnings of the preceding academic year or the teacher's current base salary, whichever is greater. Disability benefits shall commence the fourteenth week of total disability and continue for the period of total disability or to age 65, whichever occurs first. During the time of total disability, there shall be excluded from the non-duplication offset any Social Security Benefits in excess of those in effect at the time of disability.

D. Accidental Death and Dismemberment

The Board shall continue to provide accidental death and dismemberment insurance in the amount of $5,000.

E. Health

1. The Board shall provide each faculty member with the following options in selecting health insurance coverage or a benefit in lieu of such coverage:

    a. Michigan Blue Cross/Blue Shield Comprehensive Hospital semi-private MVF-1 with Master Medical plus Riders OB, ML, Prescription Drug, and IMB.

    b. Health Alliance Plan (HAP) with coverage not less than that provided in 1988-89.

    c. A $900.00 per year contribution to a Tax Sheltered Annuity (TSA), paid in bi-weekly installments.

2. The Board shall provide coverage on behalf of each subscribing teacher, while he is on the payroll, toward the cost of the hospital-surgical-medical coverage described above equal to the full subscription rate on premium charge for the classification or coverage to which the teacher shall have subscribed. Such coverage shall be based upon his marital status and the number of his dependents, provided that it is not in excess of the coverage described in the next paragraph.

3. The coverage for which the Board will contribute under the foregoing may be, at the teacher's option, protection for (1) self alone or (2) self and family, including only spouse and eligible children nineteen (19) years of age and under, or (3) group coverage for qualified children over nineteen (19) years of age with the additional premium charge for such coverage to be paid by the teacher as a payroll deduction.

4. There shall be no interruption in Health Insurance coverage for those teachers already enrolled. For those newly enrolling, coverage shall go into effect after the prescribed waiting period of the provider selected in 1. above.

5. The provisions of 3. above nonwithstanding, the Board shall not be required to pay for both Blue Cross/Blue Shield and HAP coverage for any faculty member, either as a subscriber or dependent.

F. Dental Insurance

The Board shall provide Dental Insurance for all teachers and their dependents who qualify giving benefits no less than the Blue Cross/Blue Shield in effect during the 1988-89 school year with the

F. (Concluded)

$50 deductible. The maximum Dental Insurance shall be $1,000 per year per employee and/or dependent. The maximum orthodontic benefit shall be $500 lifetime benefit per eligible dependent.

G. Workers' Compensation

Each employee shall be covered by the applicable Workers' Compensation Laws. In the event an employee is entitled to benefits under the Workers' Compensation Act, the difference between the Workers' Compensation Benefit and 65% of the teacher's basic contract salary will be paid him from his accumulated Sick Leave allowance which shall be pro-rata reduced.

The use of accumulated Sick Leave shall not exceed twenty (20) work days missed by the employee on Workers' Compensation during the employee's base contract year. Supplemental, Extra-Contractual and Special Services Payments shall not be made part of the salary off-set.

H. Professional Liability

The Board shall provide Professional Public Liability Insurance in the amount of two hundred thousand ($200,000) per teacher covering services rendered during the course of employment.

I. The Board shall provide to teachers while on leave as specified below the following insurance coverages for the periods indicated:

1. A teacher on Sabbatical Leave shall be provided with life, long-term disability, dental, and health insurance coverages as described above for the period of leave.

2. Teachers on extended Health Leave shall be provided with life, long-term disability, dental, and health insurance coverages as described above for the duration of this Agreement. The Board may require a statement from a physician attesting to the teacher's inability to work.

3. Teachers on Maternity/Child Care Leave shall be provided with life, long-term disability, dental, and health insurance coverages as described above for the duration of this Agreement or until thirty (30) days after the birth of the child, whichever is later.

4. The liability of the Board shall be specifically limited to the provisions of 1., 2., and 3. above. Extensions of leave shall not extend these coverages. Teachers on other forms of Personal and Professional Leaves may elect to continue under the College health insurance, at the teacher's expense, subject to the limitations of the terms of the insurance contract.

ARTICLE XXIV OTHER FRINGE BENEFITS

A. Cost-of-Living Allowance

1. The Board shall make provision for cost-of-living allowance as hereinafter set forth.

2. The amount of cost-of-living allowance shall be determined and redetermined as provided below on the basis of the Consumer's Price Index for Urban Wage Earners and Clerical Workers, published by the Bureau of Labor Statistics, Department of Labor (1957-59 = 100), and hereinafter referred to as the "Index."

3. The continuance of the cost-of-living allowance shall be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index for the month of July, 1970. However, if the Index is discontinued in its present form, the parties to this Agreement agree to reconvene negotiations to determine an equivalent method of computing the cost-of-living allowance.

4. Each year each teacher's salary will be adjusted to provide a cost-of-living allowance (COLA) based upon the percentage rise in the Index, subject to the terms of this provision. The amount of the COLA shall be the dollar equivalent of the percentage increase rounded to the nearest one-tenth of one percent of the Index multiplied by that teacher's base salary. This percentage shall be determined:

   100 x (J1 - J2)/J2 Where
   J1 = the index of June of the extant year
   J2 = the index of June of the prior year

5. The amount computed in 4. above shall be added to each teacher's base salary for the next year as provided in Appendix A.

B. The Board shall reimburse each teacher up to fifty dollars ($50.00) for expenses incurred by an annual physical examination. This exam shall be performed by a licensed physician of the teacher's choice. Each teacher further agrees to utilize his Blue Cross/Blue Shield or Health Alliance Plan coverage for all qualifying charges. Any unused portion of this fifty dollars ($50.00) shall be used, upon the request of the teacher, to pay for dental expenses incurred (and not covered by coordination of benefits) to fulfill the deductible requirements of the dental insurance coverage provided in Article XXIII.F. of this agreement.

C. The Board shall continue to provide teachers and their dependents with a waiver of tuition for all credit classes taken at Macomb Community College, but not registration and course related fees.

ARTICLE XXV CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, MCCFO, and Faculty in the bargaining unit; and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XXVI MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.

ARTICLE XXVII SELECTION OF PROFESSIONAL STAFF

A. Whenever a full-time teaching position is posted, an ad hoc committee of no fewer than five (5) teacher members shall review applications, interview candidates, and recommend appointees for each vacancy. This committee shall be established by means to be determined within each discipline or Area. When fewer than five (5) members of a discipline or Area are available for committee service the necessary additional teachers shall be selected from the parent Department, Area or like discipline at the other campus. The teachers of a discipline or Area shall have the right to initiate a request for hiring full-time teachers.

B. Recommendations for full-time teaching positions shall be submitted within fifteen (15) days after expiration of the posting period, and shall include the names of the specific applicants preferred by the committee with written rationale to support their selections. A recommendation for appropriate Index as defined in Article XXII.A. shall be included for at least the first three preferred applicants listed in priority order. The committee's recommendations shall be recorded and forwarded to the immediate supervisor. In the event of a disagreement, both the committee's recommendation and the administration's recommendation shall be forwarded concurrently to the President and the Board.

ARTICLE XXVIII STAFF REDUCTION

A. Layoff

Whenever there is insufficent work to provide each faculty member with a full workload, as defined in Article XII.C., then the necessary number of faculty members of the discipline where this lack

ARTICLE XXVIII STAFF REDUCTION (Continued)

A. (Concluded)

of work exists may be laid off without pay except as provided in Article XXVIII.B.

1. Layoff shall be implemented by identifying the discipline where over-staffing exists. The least senior employee of the discipline shall be laid off first. The President of MCCFO must be given prior notice of and an opportunity to discuss such layoffs through the Service Committee before they are implemented.

2. Bumping shall be permitted if the teacher is assigned to a discipline where layoff must occur and if said teacher is qualified to teach in another discipline or Department. A qualified teacher is one as defined in Article IV.D. of this Agreement.

3. When circumstances shall be appropriate, each teacher laid off as aforementioned shall be reinstated in inverse order of his placement on layoff.

4. Such re-employment shall not result in loss of status or credit for previous years of service.

5. No new appointments shall be made while there are available teachers laid off who are adequately qualified to fill the vacancies unless such teachers fail to advise the President of their acceptance of employment within fifteen (15) working days from date of notification by the President of positions available.

B. Staff Retraining

When there is neither a general decline in student population nor a substantial decrease in revenue of such magnitude that the end for which retraining is intended no longer exists, but where there is staff reduction because of program modification, course deletion or insufficient enrollment affecting a particular Department or Area, teachers affected shall have the right to retrain according to the conditions set below. Such retraining would be interpreted as a voluntary transfer for seniority purposes.

1. The Administration shall identify, by February 15, each discipline where insufficient work will probably exist during the next academic year and the number of faculty that will probably be unable to obtain a full load. All members of these disciplines will be provided with this information. The Administration shall also provide, by February 15, a list of all disciplines for which retraining is possible, and the maximum number of Retraining Leave applications that would be appropriate for those disciplines. The President of MCCFO will also be provided with this information, as well as an opportunity to discuss this at Service Committee. MCCFO shall have the right to add probable over-staffed disciplines and positions to the list of said disciplines and positions.

ARTICLE XXVIII STAFF REDUCTION (Concluded)

B. (Concluded)

2. Teachers in a discipline identified as overstaffed shall have until March 15 to apply for a Retraining Leave. This application shall include: 1) the discipline for which retraining is intended consistent with the list of disciplines established in 1. above, 2) a plan of study that would qualify the applicant for that discipline, 3) the amount of time, not to exceed two years, required to complete the plan of study, and 4) a schedule of periodic progress reports.

3. Application for retraining will be forwarded to the Sabbatical Leave Committee and the appropriate Vice-President. The Sabbatical Leave Committee will evaluate each Retraining Leave application to determine if it fulfills the requirements of 2. above. If there are enough approved applicants and enough leaves as provided in XVI.B., the number of Retraining Leaves awarded to members of a discipline shall be the same as the number of overstaffed positions in that discipline.

4. Progress reports shall be filed with the appropriate Vice-President. Lack of satisfactory progress in fulfilling the approved plan will result in immediate layoff without pay.

5. Retraining Leaves, excluding extensions, shall be at full pay. Extensions for a second year, without pay, may be granted upon application to the Board.

6. At the start of a Retraining Leave, the teacher shall be assigned, as a voluntary transfer for purposes of seniority, to the discipline for which he is training. After the first year of retraining and upon acquiring the qualifications specified in XII.B.7., the teacher will be allowed to select a workload in the discipline. However, the qualifications of IV.D. must be satisfied by the end of the Retraining Leave. Failure to complete IV.D. quafifications will result in layoff.

7. Any faculty member who is without a full load and not on a Retraining Leave is subject to the provision of Article XXVIII.A.

8. Faculty members on Retraining Leaves shall suffer no loss of seniority.

9. Faculty members returning from Retraining Leave shall have their base salary set at the amount it would have been if they had not taken a Retraining Leave.

10. Retraining Leaves shall be limited to permanent status teachers.

11. Exhaustion of the benefits provided herein shall satisfy the obligation of the College to provide compensable Retraining Leaves.

ARTICLE XXIX SENIORITY

A. There shall be recognized the following categories of seniority: Institutional and Division/Department or Area.

1. Institutional seniority shall consist of all years of full-time teaching with the College since September of 1960. Institutional seniority shall prevail in all questions concerning staff reduction.

2. Division/Department or Area seniority shall consist of all years of full-time teaching within a Division/Department or Area. Such seniority shall prevail in all questions concerning order of selecting teaching assignments, extra-contractual and summer assignments consistent with the provisions of Articles XII and XIV.

B. Transfers and Seniority

1. A teacher who is transferred voluntarily or involuntarily shall suffer no loss of institutional seniority.

2. A teacher who voluntarily transfers to another Division/Department or Area shall have no accumulated Division/Department or Area seniority in the Division/Department or Area into which he transfers. However, his Division/Department or Area seniority shall be higher than that held by any probationary teacher in the Division/Department or Area.

3. A teacher who transfers voluntarily to another Division/Department or Area shall not lose the seniority accumulated in that Division/Department or Area from which he transfers. A teacher who voluntarily accepts a special assignment outside of his Division/Department or Area, but remains in the bargaining unit, shall continue to accumulate seniority within his Department/Division or Area.

4. A teacher who is transferred involuntarily to another Divison/Department or Area according to the provisions of IV.F.2. of the Agreement, shall carry with him the Division/Department or Area seniority accumulated in the Division/Department or Area from which he is transferred.

C. A teacher shall have the right to return from the following leaves and his seniority shall be cumulative excluding extensions. In the event of the elimination of the position during the interim, institutional seniority at Macomb Community College shall be the determining factor in filling staff assignments for which the teacher is qualified. In addition, the teacher shall have the right to return to his Division/Department/Area provided the leave does not exceed one (1) semester and excluding Retraining Leaves.

ARTICLE XXIX SENIORITY (Concluded)

C. (Concluded)

1. Professional Leaves of Absences as described in XVI.A.1.
2. Military Duty
3. Maternity/Child Care
4. Long-Term and Short-Term Disability
5. Retraining
6. Involuntary Leaves of Absence (excluding disciplinary suspension)
7. Public Service
8. Mutual Consent Leaves (taken after January, 1982)

D. An employee shall lose his seniority through voluntary resignation and through discharge for cause.

E. There shall be provided annually a seniority list of all full-time teachers which indicates date of hire as a full-time teacher, amount of institutional seniority and current Department/Division or Area seniority. Disputes concerning the accuracy of the list shall be filed with the Director of Personnel Administration within twenty (20) days of publication of the seniority list. Should there be no satisfactory resolution within twenty (20) days of the alleged inaccuracy, the teacher shall have the right to grieve the alleged inaccuracy of the said seniority list. If no grievance is filed within the twenty (20) days, the seniority list shall be conclusive on seniority rights.

ARTICLE XXX ABSENCE POLICY

An absence shall be construed to mean the failure of a teacher to meet his scheduled assignments including extra-contractual assignments and posted office hours. In case of approved Professional Leave, absences shall not be charged when a teacher's obligations are fulfilled under an arrangement of voluntary service by his fellow teachers.

A. It shall be the obligation of the teacher to report any absence to his immediate supervisor(s) as soon as possible. It shall be incumbent upon the teacher to insure that appropriate forms and notification are completed and the bank charged identified in the reporting of the absence.

B. Full-Day Absence

A full-day's absence shall be charged to the appropriate bank for any failure to meet all scheduled assignments during a particular day.

C. Part-Day Absence

Where a teacher fails to meet a portion of his regularly scheduled assignments he shall be charged a half-day's absence if the portion missed constitutes one-half or less of the regularly scheduled day's assignments. If the portion of absence exceeds one-half of the regularly scheduled day's assignments, the teacher shall be charged a full day's absence.

ARTICLE XXX ABSENCE POLICY (Concluded)

D. There shall be no charge to leave banks for days in which school is cancelled by the College because of inclement weather, acts of God, or civil disaster.

E. Summer Absences

Teachers shall be allowed absences for illness, personal business or emergencies in accordance with the following table based upon the length of summer assignments:

1-2 weeks	-	1 day
3 weeks	-	1-1/2 days
4 weeks	-	2 days
5 weeks	-	2-1/2 days
6 weeks	-	3 days
7 weeks	-	3-1/2 days
8 weeks	-	4 days

ARTICLE XXXI EVALUATION OF PROFESSIONAL STAFF

A. Evaluation of Permanent Contract Teachers

1. The purpose of evaluations for permanent contract teachers is to ascertain the teacher's effectiveness in the performance of his profession.

   Four evaluation instruments shall be established. The instruments shall be self, peer, student and administrative and shall be district-wide. Each teacher must select the student evaluation and one of the other three once each academic year.

   Each teacher shall be responsible for placing the results into his personnel file. The results shall be kept in the teacher's personnel file for no longer than five (5) years. Data confidentiality will be guaranteed by limiting the access to the information in the file specifically to the appropriate administrators. No transfer, transport, or access of individual identifiable personal data shall be undertaken without every reasonable precaution having been taken to protect the security of the data from unauthorized sources.

2. Procedure

   Evaluation process shall be once a year -- fall term for full-time teachers.

   All teachers shall use student evaluations in three sections (two sections in a full load) which are chosen by the teacher. However, should the teacher be teaching outside his Area, one of those sections would be included.

   Faculty on probationary status shall be evaluated in accordance with the appropriate contractual provisions.

B. Evaluation of Probationary Contract Teachers

1. The immediate supervisor will be responsible for convening the Evaluation Team for each new member of the bargaining unit holding a probationary contract. He will form such a committee on or before October 1.

2. The Evaluation Team shall consist of three (3) people--two (2) of whom shall be members of the bargaining unit on permanent contract. The third shall be the immediate supervisor, or his appointee. The bargaining unit members of the team will be chosen by the permanent members of the Division/Department.

3. The immediate supervisor shall call a meeting of the Evaluation Committee and the member of the bargaining unit being evaluated on or before October 15.

4. At this first meeting the Evaluation Committee will agree upon the method to be used.

5. The methods and time schedule for carrying out the evaluation will be reduced to writing and shall become an initial record of the work of the team. A record of all subsequent work by the team shall be preserved in writing and shall be included with its final appraisal of the professional effectiveness of the instructor being evaluated.

6. The first written report in the evaluation procedure must be completed by March 15. It shall be signed by all members of the Evaluation Team and the immediate supervisor if he was not a member of the team. In addition to all written records of the work of the team, it must include:

   a. A statement of the methods and procedures used in the evaluation.

   b. Who participated and when.

   c. The appraisal of the member's professional effectiveness.

   The member of the bargaining unit evaluated and his immediate supervisor shall receive a copy of the report. (A copy shall also be placed temporarily in his personnel file.) The member of the bargaining unit being evaluated shall have the right to answer the evaluation report in writing. His reply shall become a part of all copies of the report.

B. (Concluded)

7. If the Evaluation Team has decided that the member of the bargaining unit evaluated is inadequate in some area which could lead to a desire on the part of the College not to renew his contract, they must communicate this concern to the member evaluated and to his immediate supervisor in separate written memorandum. This memorandum will not become a part of his personnel file. On receipt of the memorandum, the immediate supervisor must call a meeting including the Evaluation Team, the member evaluated, and the immediate supervisor at which steps will be considered that can be taken by the member evaluated to correct his inadequacies.

8. Following this required conference, the Evaluation Team shall undertake a second evaluation which shall be completed by December 15, of the second year of the probationary contract.

9. The second report of the Evaluation Team shall include a recommendation for the granting of permanent contract, a third year probationary contract, or a recommendation for separation from the College at the conclusion of the probationary contract.

10. A copy of the recommendation shall be delivered to the member evaluated, the Secretary of MCCFO and the immediate supervisor on or before January 1. If the Evaluation Team has recommended separation from the College at the conclusion of the probationary contract, the immediate supervisor, after consultation with his Dean, will forward the recommendation, if he so desires, to the Professional Standards Committee as the first step in due process on or before January 15.

11. Dates used above or other such dates used in the Contract shall be appropriately adjusted if a member joins the College in the second semester of any academic year or at any other time not covered in this Agreement.

12. Any procedure employed in separation of any member of the bargaining unit from the College will be governed by due process.

ARTICLE XXXII DISTRICT SERVICE COMMITTEE

A. A district Service Committee consisting of six (6) members shall be established with such functions as are described below reserved solely to it.

1. Faculty

Faculty membership of the district Service Committee shall be the President of MCCFO, a representative from the South Campus, and a representative of the Center Campus. One of the campus representatives shall be the past Chief Negotiator for MCCFO.

ARTICLE XXXII DISTRICT SERVICE COMMITTEE (Concluded)

2. Administration

   Administrative representatives to the district Service Committee shall be the Chief Negotiator for the Board team, the Senior Vice-President for Academic Affairs, the Senior Vice-President for Student and Community Services or their respective designees.

B. Functions

The district Service Committee shall provide the context in which clarification of the intent of the Master Agreement shall occur. Issues arising between MCCFO and the Board which are not covered by the various articles and provisions of the Master Agreement shall also be considered by the district Service Committee. The deliberations and determinations of the district Service Committee shall not preclude the implementation of the grievance procedure, nor be construed as an alternative to the provisions of Article XXXIII, nor limit the proper authority of the Board or MCCFO.

C. Procedures

Meetings of the district Service Committee may be called by either party upon written notification to the other.

ARTICLE XXXIII TERMINATION AND MODIFICATION

A. This Agreement shall be effective as of August 14, 1989, and shall continue in full force through August 13, 1992, subject to conditions set forth herein.

B. Either party may give written notice to the other of its desire to negotiate sections no later than March 1, 1992, but not prior to February 1, 1992.

C. Collective bargaining meetings between the Board and MCCFO may be called during the term of the Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the Agreement, but in no case shall these modifications or amendments become final until they have been ratified by the Board and MCCFO.

D. Any amendments that may be agreed upon during the life of this Agreement shall become and be part of this Agreement without modifying or changing any other terms of this Agreement.

IN WITNESS WHEREOF, the said parties have caused this document to be executed by their duly authorized officers the year and the day first above written.

COMMUNITY COLLEGE DISTRICT
OF THE COUNTY OF MACOMB

BY Dan J McCafferty
Daniel J. McCafferty
Chairperson, Board of Trustees

BY Albert L. Lorenzo
Albert L. Lorenzo
President

BY William J McQueen
William J. MacQueen
Vice-President for
Employee Relations

MACOMB COMMUNITY COLLEGE
FACULTY ORGANIZATION

BY James P. Yizze
James P. Yizze
President

BY Bill Knott
Bill Knott
Chief Negotiator

APPENDIX A

Macomb Community College
Faculty Salary Schedule

1. The first year base salary for each newly hired teacher shall be computed according to the following formula: (Hiring Index X minimum salary = base salary). Thereafter the base salary shall be computed according to 2. below.

2. The base salary for each faculty member under contract at MCC during the 1988-89 academic year shall be computed as follows during the term of this Agreement:

   (a) 1989-90 base salary = 1988-89 base salary plus COLA (4.4 % for this year), plus $1,810, plus the annual increment of $700 to the maximum 1989-90 salary provided in 3. below.

   (b) 1990-91 base salary = 1989-90 base salary plus COLA (as computed in XXIV.A., but capped at 2.45%), plus $1,200, plus the annual increment of $700 to the maximum 1990-91 salary provided in 3. below.

   (c) 1991-92 base salary = 1990-91 base salary plus COLA (as computed in XXIV.A., but capped at 2.5%), plus $1,400, plus the annual increment of $700 to the maximum 1991-92 salary provided in 3. below.

3. The salary range during the term of this Agreement shall be as follows:

   1989-90 -- $25,400 to $45,521 + Longevity Increment
   1990-91 -- $26,175 to $47,797 + Longevity Increment
   1991-92 -- $27,140 to $50,378 + Longevity Increment

   Longevity increments to the maximum shall be as follows:

0 - 14 years at MCC	$0
15 - 19 years at MCC	$700
20 - 24 years at MCC	$1,400
25 - 29 years at MCC	$2,100
30 years at MCC	$2,800

4. Each teacher shall receive annually $700 as a salary increase until the maximum is reached. It is understood and agreed that in applying the foregoing, the last increase required to reach maximum may be less than the above amount.

5. All faculty who are hired after the start of the academic year shall receive their initial salary and subsequent salary adjustments as follows:

   A. Faculty members hired after the start of the academic year but before the end of the fall term will be paid a pro rata portion, based on the portion of the academic year worked, of their Index times that year's minimum salary. At the start of the next academic year their salary will be adjusted as if they had been employed for the entire preceding academic year.

   B. Faculty members hired after the end of the fall term but prior to the end of the academic year shall be paid for the remainder of that academic year a pro-rata portion, based on the portion of the academic year worked, of the Index times that year's minimum salary. At the start of the next academic year their salary will be adjusted by multiplying their Index times the minimum salary for that year. At the start of the following academic year, they shall receive the salary adjustment provided in Appendix A of the Agreement.

APPENDIX B

Faculty Pay Dates

1989-1990	1990-1991	1991-1992
August 18	August 17	August 16
September 1	August 31	August 30
*September 15	*September 14	*September 13
**September 29	**September 28	**September 27
***October 13	***October 12	***October 11
October 27	October 26	October 25
November 10	November 9	November 8
November 24	November 23	November 22
December 8	December 7	December 6
December 22	December 21	December 20
January 5	January 4	January 3
January 19	January 18	January 17
*February 2	*February 1	*January 31
**February 16	**February 15	**February 14
March 2	March 1	February 28
***March 16	***March 15	***March 13
March 30	March 29	March 27
April 13	April 12	April 10
April 27	April 26	April 24
May 11	May 10	May 8
*May 25	*May 24	*May 22
June 8	June 7	June 5
June 22	June 21	June 19
July 6	July 5	July 3
July 20	July 19	July 17
August 3	August 2	July 31

* First Pay - Semester Extra-Contractual

** First Pay - Trimester Extra-Contractual

*** Productivity Pay Dates

APPENDIX C

Definitions

1. Board

Board of Trustees of the Community College District of the County of Macomb (referred to throughout this document as the "Board") wherever used in this Agreement shall refer to the "Board" itself, sub-committees of the "Board" and such administrative personnel as designated by the "Board" to act as its agent under those circumstances in which said administrative personnel carry out Board delegated responsibilities.

2. MCCFO

Macomb Community College Faculty Organization, shall be referred to throughout this document as MCCFO, the bargaining agent for all full-time teachers.

3. Teacher

All full-time teachers, counselors, librarians, research assistants, teachers employed in the Learning and Academic Assessment Centers, and teacher coordinators in student co-op programs and Internship-Clinical-Service Coordinators; but excluding administrators, deans, directors, head librarians, coordinators, department chairmen, assistant department chairmen, college nurses, all supervisors, part-time teachers, national teaching fellows and administrative interns and all other employees.

4. Permanent Contract Teacher

Full-time teacher (as defined above) who has successfully completed probation and has been granted permanent contract status: same as a "permanent status" teacher.

5. Probationary Teacher

A full-time teacher (as defined above) who has not met all the requirements for the issuance of a permanent status contract.

6. Administrator/Supervisor

Any individual who has been given authority by the Board to make and implement decisions concerning members of the bargaining unit in such areas as evaluation, hiring, dismissal, scheduling, wages, hours, and working conditions.

7. Agreement

Throughout the document, the term "Agreement" is employed in reference to the Agreement between the Board of Trustees of the Community College District of the County of Macomb and Macomb Community College Faculty Organization.

APPENDIX C (Continued)
Definitions

8. MCC

The MCC represents the Macomb Community College and is used interchangeably with the Community College District of the County of Macomb.

9. Index

The numerical factor which indicates placement within level on the salary schedule for new hires.

10. Level

Full-time teachers shall be classified by level: Professor or Instructor. Where used in this Agreement, level, grade and faculty rank are synonymous terms.

11. Science Wet Lab

Science wet lab sections referred to in XII.C.1.g. shall be defined to mean only those science laboratories in the Division/Department of science and mathematics which were equated at 1.0 during the 1969-70 school year.

12. Area

A sub unit within a Division which has been authorized to operate as a unit in selecting faculty, preparing class schedules and related functions as listed in Appendix F. Modifications of the list provided in Appendix F.B. shall require approval of the Service Committee.

13. Extra-Contractual Employment

Teaching, counseling, library service or service performed by teachers, as defined in Appendix C.3., in addition to their regular assignment for which the teacher is paid a salary beyond his basic contract. The salary for extra-contractual employment shall be computed as described in Article XIV.A. of this Agreement.

14. Supplemental Employment

Special employment (i.e., curriculum development, research, etc.) for which the teacher receives salary in addition to his basic contract. The amount and the manner of compensation for supplemental services is at the discretion of the Board.

15. Compensable Leave

A Professional Leave during which the teacher receives full or partial salary from the College District as described in this Agreement. Insurance coverage while on leave, if any, is limited to the express terms of this Agreement.

16. Non-Compensable Leave

All personal leaves and those professional leaves during which the teacher receives no salary from the College District. Insurance coverage while on leave, if any, is limited to the express terms of this Agreement.

17. Graduate Major

A graduate major shall normally consist of earned graduate level credits in the subject matter field. Graduate level credits earned in related fields may be appropriate to satisfying the graduate major requirements for teaching in the Department or Area.

18. Immediate Family

The parents, grandparents, brothers, sisters, children and grandchildren of the teacher and his spouse, or other person who is domiciled with the teacher, shall comprise the teacher's immediate family.

19. Summer Session

The time period from the end of the regular spring semester to the first duty day of the fall semester for all the faculty.

20. Faculty Duty Day

A faculty duty day is any day on which an individual teacher is scheduled to work or any day, Monday through Friday, not identified in the respective academic calendar as a holiday or recess period.

21. Division

Administrative grouping of Departments.

22. Department

Administrative grouping of Areas.

23. Disciplines

As listed in Appendix F.B.

APPENDIX D

Grievance Procedure

A. Definition of Grievance

A grievance shall mean an allegation by MCCFO that there has been a violation, misinterpretation, misapplication, or nonapplication of any provision of this Agreement and will follow the grievance procedure hereinafter provided.

B. Basic Procedures

1. As used in this Article, the term "teacher" shall also mean a group of teachers or MCCFO having the same grievance.

2. During the academic year, the time limits specified hereinafter shall consist of teacher duty days and may be extended by mutual consent of the parties specified in any grievance step. The following conditions shall prevail regarding timelines:

   a. Only regular working days shall be counted: That is, Monday, Tuesday, Wednesday, Thursday, Friday.

   b. No legal holidays or recess periods shall be counted. Days after the last duty day of a semester up to the first duty day of the following semester (the regular start for the majority of classes for the summer semester) shall be considered a recess period for this purpose and shall not be counted.

   c. No days on which the school is officially closed shall be counted.

3. Failure at any step of the grievance procedure by the employer or its agents to give the required notification in each step or to make issue and communicate any decision within the specified time limits of the grievance procedure shall result in the grievance being considered to have been decided in favor of MCCFO based upon the remedy sought in the statement of the grievance.

4. Failure of MCCFO to appeal the decision to the next higher step within the proper time limits, shall constitute a withdrawal of the grievance and shall bar further action on the particular grievance.

5. Conferences and hearings held under this procedure shall be conducted at a time and place which will afford a reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such conferences and hearings are during school hours, all persons whose presence is required shall be excused without loss of pay for that purpose.

6. Grievances shall be written, and filed on the official "Grievance Report" form.

   Administrators shall file their written reply to each grievance on the official "Grievance Disposition" form.

7. A teacher who participates in any way in any grievance procedure shall not be subject to discipline or reprisal because of such participation.

8. All discussions shall be kept confidential during the procedural stages of the resolution of the grievance in the absence of agreement of the parties to the contrary.

9. Exclusions from grievance procedure are as follows:

   a. Alleged grievances which purport to question the application of rights set forth in this Agreement over which the employer is given unilateral discretion.

   b. Disputes which arise but which are specifically prohibited from this grievance procedure by the terms of any specific Articles herein.

10. Policy grievances shall be filed at Step 2 of the grievance procedure.

11. Step 0 and/or Step 1 can be bypassed if the administrator(s) at these steps do not have jurisdiction over the matter in dispute.

C. Steps of Grievance Procedure

Step 0 The aggrieved teacher (or a designated teacher from a group having the same dispute) and/or MCCFO shall verbally present his dispute to his immediate supervisor within ten (10) working days after the cause shall have become known to the teacher.

Step 1 In the event the dispute is not resolved through informal discussion, MCCFO may submit a grievance in writing to the appropriate Division Dean within twenty (20) working days after the cause of this grievance shall have become known to the teacher. The Division Dean shall within ten (10) working days give his decision and reasons therefore in writing to MCCFO.

Step 2 In the event the grievance is not resolved at Step 1, MCCFO may submit the grievance in writing to the Vice-President for Employee Relations within ten (10) working days of delivery of the decision. The Vice-President for Employee Relations or his designee shall, within ten (10) working days, give his decision and the reasons therefore in writing to MCCFO.

Step 3 If MCCFO is dissatisfied with the decision of the Vice-President for Employee Relations, they may file a demand for arbitration with the American Arbitration Association within twenty (20) working days of the date the written disposition was given under Step 2.

A copy of this demand for arbitration shall be filed with the Vice-President for Employee Relations. The selection of the arbitrator shall be in accordance with AAA established rules and procedures.

In the event MCCFO shall fail to serve a written notice, the matter shall be considered as settled on the basis of the written disposition by the Vice-President for Employee Relations.

The arbitral form here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

The arbitrator shall have no power to establish specific salaries or salary schedules except that this paragraph is not intended to exclude from arbitration disputes over salaries and placement on salary schedules.

The expenses of such arbitration shall be equally borne by each party and each party shall make arrangements for any pay of the expenses of such consultants and witnesses as may be retained.

It shall be the obligation of the arbitrator to make a reasonable effort to rule on cases within thirty (30) days after final hearing and said decision shall be final and binding upon the teacher, MCCFO, and the Board.

APPENDIX E

1989-1990 Academic Calendar

Semester Calendar (169 Duty Days)

FALL 1989

August 16, 17, 18*	Flexible Development Days
August 21, 22	Organization Days
August 23	First Day of classes
September 4	Labor Day Recess
November 23 - 26	Thanksgiving Recess
December 16	Last Day of classes
December 18, 19*	Flexible Development Days

SPRING 1990

January 4, 5, 8*	Flexible Development Days
January 9, 10	Organization Days
January 11	Faculty Development Day
January 12	First Day of classes
March 11 - 17	Spring Recess
April 13 - 15	Easter Recess
May 12	Last Day of classes
May 14, 15*	Flexible Development Days

SUMMER 1990

May 21	First Day of Classes
May 28	Memorial Day Recess
July 4	Independence Day Recess
August 4	Last Day of Classes

* Each faculty member on the Semester Calendar must select two (2) of these Flexible Development days per semester or make other arrangements in consultation and agreement with his/her immediate administrator. Such arrangements may include academic advising, registration, high school visitation, educational articulation, developmental activities, articulation with counselors, student organization advising, and approved institutional activities.

APPENDIX E (Continued)

1990-91 Academic Calendar

Semester Calendar (169 Duty Days)

FALL 1990

August 15, 16, 17*	Flexible Development Day
August 20, 21	Organization Days
August 22	First Day of Classes
September 3	Labor Day Recess
November 22 - 25	Thanksgiving Recess
December 15	Last Day of Classes
December 17, 18*	Flexible Development Days

SPRING 1991

January 3, 4, 7*	Flexible Development Days
January 8, 9	Organization Days
January 10	First Day of classes
March 10 - 16	Spring Recess
March 28	Faculty Development Day
March 29 - 31	Easter Recess
May 11	Last Day of classes
May 13, 14*	Flexible Development Days

SUMMER 1991

May 20	First Day of classes
May 27	Memorial Day Recess
July 4	Independence Day Recess
August 3	Last Day of classes

* Each faculty member on the Semester Calendar must select two (2) of these Flexible Development Days per semester or make other arrangements in consultation and agreement with his/her immediate administrator. Such arrangements may include academic advising, registration, high school visitation, educational articulation, developmental activities, articulation with counselors, student organization advising, and approved institutional activities.

APPENDIX E (Continued)

1991-92 Academic Calendar

Semester Calendar (169 Duty Days)

FALL 1991

August 14, 15, 16*	Flexible Development Days
August 19, 20	Organization Days
August 21	First Day of Classes
September 2	Labor Day Recess
November 21 - 24	Thanksgiving Recess
December 14	Last Day of Classes
December 16, 17*	Flexible Development Days

SPRING 1992

January 2, 3, 6*	Flexible Development Days
January 7, 8	Organization Days
January 9	First Day of Classes
March 8 - 14	Spring Recess
April 16	Faculty Develoment Day
April 17 - 19	Easter Recess
May 9	Last Day of Classes
May 11, 12*	Flexible Development Days

SUMMER 1992

May 18	First Day of Classes
May 25	Memorial Day Recess
July 4	Independence Day Recess
August 1	Last Day of Classes

* Each faculty member on the Semester Calendar must select two (2) of these Flexible Development Days per semester or make other arrangements in consultation and agreement with his/her immediate administrator. Such arrangements may include academic advising, registration, high school visitation, educational articulation, developmental activities, articulation with counselors, student organization advising, and approved institutional activities.

APPENDIX E (Continued)

1989-90 Trimester Calendar

Applied Technology Only (219 Duty Days)

FALL 1989

September 5	Organization Day
September 6	First Day of Classes
November 23 - 26	Thanksgiving Recess
December 16	Last Day of Classes

SPRING 1990

January 8	Organization Day
January 9	First Day of Classes
April 13 - 15	Easter Recess
April 21	Last Day of Classes

SUMMER 1990

April 30	First Day of Classes
May 28	Memorial Day Recess
July 4	Independence Day Recess
August 11	Last Day of Classes

1990-91 Trimester Calendar

Applied Technology Only (219 Duty Days)

FALL 1990

September 4	Organization Day
September 5	First Day of Classes
November 22 - 25	Thanksgiving
December 15	Last Day of Classes

SPRING 1991

January 7	Organization Day
January 8	First Day of Classes
March 28	Faculty Development Day
March 29 - 31	Easter Recess
April 20	Last Day of Classes

SUMMER 1991

April 29	First Day of Classes
May 27	Memorial Day Recess
July 4	Independence Day Recess
August 10	Last Day of Classes

APPENDIX E (Concluded)

1991-92 Trimester Calendar

Applied Technology Only (219 Duty Days)

FALL 1991

September 3	Organization Day
September 4	First Day of Classes
November 21 - 24	Thanksgiving Recess
December 14	Last Day of Classes

SPRING 1992

January 6	Organization Day
January 7	First Day of Classes
April 15	Last Day of Classes
April 16	Faculty Development Day

SUMMER 1992

April 27	First Day of Classes
May 25	Memorial Day Recess
July 3 - 5	Independence Day Recess
August 8	Last Day of Classes

APPENDIX F

Areas

For the purposes of implementing all rights and obligations that devolve to "areas" as a result of this Agreement, the following shall be incorporated in and become part of this Agreement:

A. Types of Areas

There shall be four (4) different types of areas. They shall be (1) single discipline area; (2) multi-discipline areas; (3) occupational multi-discipline areas; and (4) district multi-discipline areas.

B. List of Areas

1. Type 1 -- Single Discipline

DISCIPLINE	AREA	DEPARTMENT	CAMPUS
Economics	Economics	Social Science	South
Geography	Geography	Social Science	South
History	History	Social Science	South
Labor-Management Relations	Labor-Management Relations	Social Science	South
Life Career Development	Life Career Development	Social Science	South
Political Science	Political Science	Social Science	South
Psychology	Psychology	Social Science	South
Psychology	Psychology	Social Science	Center
Social Science	Social Science	Social Science	South
Sociology/Anthropology	Sociology/Anthropology	Social Science	South
Biology	Biology	Math/Science	South
Chemistry	Chemistry	Math/Science	South
Chemistry	Chemistry	Math/Science	Center
Environmental Science	Environmental Science	Math/Science	South
Geology	Geology	Math/Science	South
Math	Math	Math/Science	South
Physical Science	Physical Science	Math/Science	South
Art	Art	Humanities	South
French/German	French/German	Humanities	South
Humanities	Humanities	Humanities	South
Italian/Spanish	Italian/Spanish	Humanities	South
Music	Music	Humanities	District
Philosophy	Philosophy	Humanities	South
Theater Arts	Theater Arts	Humanities	District
College Study Skills-English	College Study Skills	Communications	South
English	English	Communications	South
Journalism	Journalism	Communications	District
Speech	Speech	Communications	South
Human Resource Development	Human Resource Development	Corporate Services	District
Physical Education	Physical Education	Physical Education	South
Physical Education	Physical Education	Physical Education	Center
Library	Library	Learning Resources	South
Library	Library	Learning Resources	Center
Counseling	Counseling	Student Services	South
Counseling	Counseling	Student Services	Center
Special Needs	Special Needs	Special Needs	District

APPENDIX F (Continued)
Areas

B. 2. Type 2 -- Multi-Discipline

DISCIPLINE	AREA	DEPARTMENT	CAMPUS
College Study Skills-English	College Study Skills	Communications	Center
English	Communications	Communications	Center
Speech	Communications	Communications	Center
Economics	Social Science	Social Science	Center
Geography	Social Science	Social Science	Center
History	Social Science	Social Science	Center
Life Career Development	Social Science	Social Science	Center
Political Science	Social Science	Social Science	Center
Social Science	Social Science	Social Science	Center
Sociology/Anthropology	Social Science	Social Science	Center
Art	Humanities	Humanities	Center
French	Humanities	Humanities	Center
German	Humanities	Humanities	Center
Humanities	Humanities	Humanities	Center
Italian	Humanities	Humanities	Center
Philosophy	Humanities	Humanities	Center
Spanish	Humanities	Humanities	Center
Biology	Math/Science	Math/Science	Center
Geology	Math/Science	Math/Science	Center
Mathematics	Math/Science	Math/Science	Center
Natural Science	Math/Science	Math/Science	Center
Physics	Math/Science	Math/Science	Center
LAAC - English	Lrng & Acad Assess Cntr	Lrng & Acad Assess Cntr	South
LAAC - English	Lrng & Acad Assess Cntr	Lrng & Acad Assess Cntr	Center
LAAC - Math	Lrng & Acad Assess Cntr	Lrng & Acad Assess Cntr	South
LAAC - Math	Lrng & Acad Assess Cntr	Lrng & Acad Assess Cntr	Center
LAAC - Science	Lrng & Acad Assess Cntr	Lrng & Acad Assess Cntr	South
LAAC - Science	Lrng & Acad Assess Cntr	Lrng & Acad Assess Cntr	Center
LAAC - Reading	Lrng & Acad Assess Cntr	Lrng & Acad Assess Cntr	South
LAAC - Reading	Lrng & Acad Assess Cntr	Lrng & Acad Assess Cntr	Center

APPENDIX F (Continued)
Areas

B. 3. Type 3 -- Occupational Multi-Discipline

DISCIPLINE	AREAS	DEPARTMENT	CAMPUS
Crime Lab Technician	Public Services	Public Services	Center
Fire Science	Public Services	Public Services	Center
Law Enforcement	Public Services	Public Services	Center
Professional Food Service	Public Services	Public Services	Center
Security & Loss Prevention	Public Services	Public Services	Center
Dental Assistant	Allied Health	Allied Health	Center
Early Childhood Care	Allied Health	Allied Health	Center
Emergency Medical Tech.	Allied Health	Allied Health	Center
Gerontology Care	Allied Health	Allied Health	Center
Medical Office Asst.	Allied Health	Allied Health	Center
Mental Health Technician	Allied Health	Allied Health	Center
Mental Retardation Care	Allied Health	Allied Health	Center
Nursing	Allied Health	Allied Health	Center
Optometric Technician	Allied Health	Allied Health	Center
Physical Therapist Asst.	Allied Health	Allied Health	Center
Respiratory Therapy	Allied Health	Allied Health	Center
Veterinary Technician	Allied Health	Allied Health	Center
Accounting	Business Administration	Business	South
Business Administration	Business Administration	Business	South
Computer Info Systems	Business Administration	Information Management	South
Credit and Finance	Business Administration	Business	South
Legal Assistant	Business Administration	Business	South
Marketing	Business Administration	Business	South
Management	Business Administration	Business	South
Office Administration	Office Administration	Information Management	South
Real Estate	Business Administration	Business	South
Applied Technology	Applied Technology	Applied Technology	South
Civil Technology	Mechanical Technology	Mechanical Technology	South
Climate Control	Mechanical Technology	Mechanical Technology	South
Electronics Technology	Mechanical Technology	Mechanical Technology	South
Fluid Power	Mechanical Technology	Mechanical Technology	South
Labor Studies	Mechanical Technology	Mechanical Technology	South
Metallurgy	Mechanical Technology	Mechanical Technology	South
Metals Machine	Mechanical Technology	Mechanical Technology	South
Metrology	Mechanical Technology	Mechanical Technology	South

APPENDIX F (Continued)
Areas

B. 3. Type 3 - Occupational Multi-Discipline (Concluded)

DISCIPLINE	AREAS	DEPARTMENT	CAMPUS
Automotive Technology	Automotive Technology	Automotive Technology	South
Numerical Control	Mechanical Technology	Mechanical Technology	South
Plastics	Mechanical Technology	Mechanical Technology	South
Supervision/Management	Mechanical Technology	Mechanical Technology	South
Welding Technology	Mechanical Technology	Mechanical Technology	South
AERO Mechanics	Mechanical Technology	Mechanical Technology	South
Electronic Comm. Service	Mechanical Technology	Mechanical Technology	South
Robotics	Mechanical Technology	Mechanical Technology	South
Technical Math	Mechanical Technology	Mechanical Technology	South
Architectural Drafting	Design Technology	Design Technology	South
Auto Body Design	Design Technology	Design Technology	South
Engineering Design	Design Technology	Design Technology	South
Graphic & Commercial Art	Design Technology	Design Technology	South
Printing	Design Technology	Design Technology	South
Special Machines	Design Technology	Design Technology	South
Surveying	Design Technology	Design Technology	South
Tool & Fixture Design	Design Technology	Design Technology	South
Accounting	Business Administration	Business	Center
Business Administration	Business Administration	Business	Center
Business Law	Business Administration	Business	Center
Credit and Finance	Business Administration	Business	Center
Computer Info Systems	Business Administration	Information Management	Center
Management	Business Administration	Business	Center
Marketing	Business Administration	Business	Center
Micro-Computer Labs (DP)	Business Administration	Information Management	South
Micro-Computer Labs (DP)	Business Administration	Information Management	Center
Real Estate	Business Administration	Business	Center
Office Administration	Office Administration	Information Management	Center

APPENDIX F (Continued)
Areas

B. 4. Type 4 -- District Multi-Discipline

DISCIPLINE	AREA	DEPARTMENT	CAMPUS
Cooperative Education Allied Health	Cooperative Education	Corporate Services	District
Cooperative Education General Education	Cooperative Education	Corporate Services	District
Cooperative Education Mechanical/Design Tech.	Cooperative Education	Corporate Services	District
Cooperative Education Office/Business Admin.	Cooperative Education	Corporate Services	District

C. Implementation of Selection of Assignments

1. Single-Discipline Areas

   a. A teacher in a single-discipline area may select for regular workload or extra-contractual any class offered within his Area. Further, if sufficient classes exist, he must select his regular workload from the classes in his Area.

   b. A teacher unable to obtain a full contractual load from a. above shall complete his workload first from the general courses of his department, next from the other disciplines in his department for which he meets the qualifications set forth in IV.D. or XII.B.7., then from other disciplines for which he meets the qualifications set forth in IV.D. or XII.B.7. However, a Master's Degree in foreign language shall not automatically qualify one to teach humanities.

   c. The qualifications for selecting summer or extra-contractual classes outside of one's Area shall be specified in XIV.D.

2. Multi-Discipline Areas

   a. If sufficient classes exist, a teacher in a multi-disipline Area must select his regular workload within contractual limitations from the discipline for which he qualifies according to IV.D. However, if insufficient classes exist to provide all teachers so qualified with full contractual loads, such teachers may agree to distribute the classes among themselves.

   b. Teachers unable to obtain full contractual loads according to a. above shall complete their workloads from either the "general courses" of their Area or from other Disciplines of their Area for which they meet the qualifications set forth in XII.B.7. and then from other disciplines for which he meets the qualifications set forth in IV.D. or XII.B.7.

   c. The qualifications for selecting summer and extra-contractual assignments shall be as provided in XIV.D.

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C. 2. Implementation of Selection of Assignments (Continued)

d. LAAC faculty may select an extra-contractual offering(s) consisting of either one section or up to four (4) equated hours of classroom teaching as part of their base load. Similarly, classroom teachers may select up to four (4) equated hours of extra-contractual offerings from the LAAC as part of their base load.

The following course selection procedure will be observed:

(1) The Administration will determine the hours of coverage needed in each LAAC and share this determination with full-time LAAC faculty.

(2) LAAC faculty will select base and extra-contractual hours from the determined hours of coverage a minimum of two weeks before classroom faculty base load selection occurs as outlined in the annual class schedule PERT. Intent to select classroom teaching as a part of base load is to be made at this time in writing to the Associate Dean of Learning and Educational Technology Services.

(3) Remaining LAAC hours shall be made known to each academic division.

(4) Faculty in academic disciplines may exercise the option to select up to four equated hours of available LAAC extra-contractual hours as part of their base load.

(5) LAAC faculty who have expressed intent as provided in 2. above may then select from available sections and designate either one section or up to four equated hours as part of base load.

(6) Remaining LAAC hours will be made available for extra-contractual selection in the usual manner of posting.

3. Occupational Multi-Discipline Areas

a. Each teacher in an Occupational Multi-Discipline Area shall be identified with the discipline for which he qualifies according to IV.D. Additionally, each teacher shall have four lists of classes from which he selects his classes. These four lists shall be:

C. 3. (Concluded)

(1) List 1 -- the classes within the teacher's discipline that the teacher has previously taught or qualifies to teach according to IV.D.

(2) List 2 -- the classes outside the teacher's discipline that he has previously taught or qualifies to teach by IV.D.

(3) List 3 -- the classes within his discipline that he qualifies to teach by XII.B.7.

(4) List 4 -- the classes outside his discipline that he qualifies to teach by XII.B.7.

Teachers without these lists must initiate them by September 30. These lists may be updated each semester/trimester. Questions of qualifications shall be resolved by consultation and agreement between the teachers of the discipline and/or area to which the class is assigned and the immediate supervisor. All disagreements shall be submitted to the District Service Committee for final resolution.

b. If sufficient classes exist, a teacher in an Occupational Multi-Discipline Area must select his regular workload within contractual limitations from his list 1. If sufficient classes exist, he shall then select from list 2, 3, and 4; in that order; until a full contractual load is obtained.

c. Selection of extra-contractual and summer classes shall be in the same order as b. above and shall be in accordance with XIV.D.

4. District-Multi-Discipline Areas

a. Each teacher in a District Multi-Discipline Area shall be identified with the discipline for which he qualifies according to IV.D. Additionally, each teacher shall have four lists of classes from which he selects his classes. The lists shall be:

(1) List 1 -- The classes within the teacher's discipline

(2) List 2 -- The classes outside of the teacher's discipline that he qualifies to teach by IV.D.

(3) List 3 -- The classes outside the teacher's discipline but within the teacher's Area that he qualifies to teach by XII.B.7.

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C. 4. (Concluded)

(4) List 4 -- The classes outside the teacher's discipline and area that he qualifies to teach by XII.B.7.

Teachers without these lists must initiate them by September 30. These lists may be updated each semester. Questions of qualifications shall be resolved by consultation and agreement between the teachers of the discipline and/or area to which the class is assigned and the immediate supervisor. All disagreements shall be submitted to the district Service Committee for final resolution.

b. If sufficient workload exists, a teacher in a district Multi-Discipline Area must select his regular workload within contractual limitations from his List 1. If insufficient workload exists, he shall then select from List 2, 3, and 4, in that order, until a full contractual load is obtained.

c. Selection of extra-contractual and summer work shall be in the same order as b. above and shall be in accordance with XIV.D.

APPENDIX G

Part-Time Teachers

The following provisions shall identify and regulate the use of personnel who participate in teaching activities but are not members of the bargaining unit:

1. A part-time teacher is defined as any individual involved in activities that can be assumed by a full-time teacher, a counselor, a librarian, a research assistant, a teacher employed in the Learning and Academic Assessment Centers, or a teacher-coordinator in student co-op programs but who does not have a probationary or permanent contract as defined in this Agreement. Teachers employed to teach courses in continuing education who are not members of the bargaining unit are also considered to be part-time teachers.

2. Since part-time teachers are employed for specific classes or other duties and are not responsible for teaching the diversity of classes expected of a full-time teacher, the qualifications for part-time teachers shall be:

    a. The minimum educational requirement for teachers of General Education courses shall be a Master's Degree in subject matter directly related to the position being filled, or a Master's Degree in another field and twenty (20) graduate semester hours in the discipline (which may be part of the Master's Degree course work), or thirty graduate semester hours in the teaching discipline as a part of a program leading to a degree higher than a Master's Degree.

    b. The minimum requirement for teachers of Occupational Education courses shall be a Master's Degree in subject matter directly related to the position being filled, or a combination of formal education, specialized training and recent experience which equates to a Master's Degree and consistent with the Michigan State Plan for Vocational/Technical Education.

    c. The Board shall, in general, hire for part-time teaching only those individuals who satisfy the requirements established above. However, for certain specialized courses, as identified in the Service Committee established in Article XXXII, the requirements for part-time teaching may differ as agreed upon in the Service Committee.

3. The Board shall not seek the employment of part-time teachers for the purpose of reducing the number of the professional staff by replacing full-time teachers, except in cases when a full-time teacher has been granted a leave of absence under the provision of Article XVI or XVII of this Agreement. Classes will be assigned consistent with provisions of Article XIV.A.5. of this Agreement. If the full-time teacher elects not to return from leave upon expiration, the position shall be filled by a full-time teacher consistent with the provisions of Article XXVII.

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4. To maintain the continuity of the instructional program, the immediate supervisor shall be responsible for informing part-time teachers of, and making them subject to course content, goals, prerequisite skill levels for sequence courses, instructional materials and outlines which are being used by full-time teachers.

5. Salaries for part-time teaching shall be set high enough to constitute employment competition but not so high as to constitute discrimination against teachers in the bargaining unit.

6. Selection and Retention of Part-Time Teachers.

    a. Recommendations for part-time teachers qualified to teach courses available according to Article XIV.A.5. or qualified to perform other duties shall be submitted by the appropriate Area part-time teacher coordinator on the form supplied to the appropriate supervisor. The list of approved part-time teachers must be submitted no later than the end of the semester previous to assignment. If the roster does not contain a sufficient number of recommended applicants for the work to be assigned or if there are applicants of higher qualifications than those on the roster, then the immediate supervisor may add these qualified applicants to dovetail the list submitted by the coordinator. Qualified applicants filing during the summer session, too late for consideration and recommendation by the committee, may be selected for assignment by the instructional supervisor. The addition of such applicant's name to the roster of recommended part-time teachers for subsequent semesters shall be contingent upon Area review and recommendation. The Area part-time teacher coordinator shall be notified of such assignments in writing during the second week of the semester for which the assignment was made.

    b. Performance of assigned duties of part-time teachers shall be evaluated cooperatively by the immediate supervisor and full-time teachers within the Department or Area. An unsatisfactory rating will be required to remove the part-time teacher from the approved faculty or administrative lists.

        (1) The full-time faculty in the Department or Area have the primary responsibility for observing part-time teachers to determine their effectiveness.

        (2) The Area plan shall determine the instruments by which a part-time teacher will be evaluated except that each part-time teacher will be evaluated by student evaluation as one of the evaluative methods.

6. b. (Concluded)

(3) If the full-time faculty evaluating a part-time teacher determine that this teacher should be given an unsatisfactory rating, other full-time faculty in the Department or Area and the instructional administrator will conduct additional observations and meet with the original evaluating faculty member(s) to discuss the matter and to develop a written rationale before the rating is given.

(4) Complaints regarding part-time teacher performance, conduct, or responsibilities shall be investigated by the instructional supervisor and appropriate action taken. Removal of a part-time teacher from the classroom or approved lists by the instructional supervisor shall be documented by the instructional supervisor with a copy of such documentation submitted to the Area.

(5) No part-time teacher may be given assignments that exceed a full-time teacher's extra-contractual limitations as specified in Article XIV.A.4. and 7., except by agreement of the Service Committee.

APPENDIX H

Area Plan

PREAMBLE

The purpose of the Area Plan is to inform the administration how the faculty of an area have decided to exercise certain rights or fulfill certain obligations provided by this Agreement. This Area Plan must be submitted by each Area by October 1 of each year. Failure to submit an Area Plan shall result in one being provided by the Service Committee

All Area Plans must conform to the following format:

I. Regular workload (Article XII.B.)

Description of the method used to determine the order in which full-time faculty members select their regular workload.

II. Extra-contractuals (Article XIV.A.)

Description of the method used to determine the order in which full-time faculty members select extra-contractual classes.

III. Summer assignments (Article XIV.B.)

Description of the method used to determine the order in which full-time faculty members select summer assignments.

IV. Evaluation and selection of part-time teachers (Appendix G)

Description of the method used to formulate the approved part-time teacher list for the Area and a description of the method used to evaluate part-time teachers, including the name of the part-time teacher coordinator for that Area.

V. Class schedules or work schedules (Article XII.A.)

Designation of an Area coordinator who will gather, coordinate and submit Area recommendations on class schedules or work schedules and will represent the Area on questions regarding scheduling of classes or work hours.

VI. Coverage of instructional programs (Article XII.B.)

Description of method used to cover classes at times when part-time teachers are not available, including the procedure for re-selection of classes by full-time faculty.

APPENDIX H (Concluded)
Area Plan

VII. Evalation plan for probationary teachers (Article XXXI.B.)

Description of the plan including instruments to be used and composition of the evaluation committee.

VIII. Textbook representatives (Article VI.C.)

Name of Area textbook coordinator

IX. Curriculum (Article VI.B.)

Designate an Area representative to coordinate activities pursuant to Article VI.B.

X. Area coordinators are expected to consult with faculty in their Areas before submitting to supervisors the materials related to their designated responsibility. The administration shall not utilize Area coordinators for any purpose other than that for which they have been designated.

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Letter of Understanding

A. Counselors on a 44 week schedule

1. Will receive sick leave at the rate of one day per month for 12 months, not to exceed 20 days accumulation.
2. All leave days can be used any time during the 44 weeks.
3. Article XXX.E. of the Master Agreement does not apply to any portion of the 44 week schedule.
4. Cannot take paid leave days during times they are not scheduled.
5. Salary is to be computed as provided in Article XII.C.2.e.
6. During faculty development days the appropriate activity would be the normal counseling activities (according to Area Plan).
7. Counselor development days - same as past practice.
8. As far as scheduling, each discipline will set up its own level of service and qualifications. Then members of the whole group will select their individual schedules according to Area Plan.
9. The hourly rate for both 34 and 44 week personnel shall be computed as follows:

   Base salary divided by (169 x 7) = Hourly rate

10. The extra-contractual limitations are as follows:

    10 equated hours = 10/30 x 169 x 7 = 394.3.
    22 equated hours = 22/30 x 169 x 7 = 867.5.
    10 additional weeks = 350 hours, leaving a 517.5 hour limit
    1 equated hour = 1/30 x 169 x 7 = 39.4 service hours

11. Faculty having a regular work assignment extending beyond the 20th pay must be paid on the 26th pay period schedule. If the work assignment is completed prior to the 26th pay, the teacher may upon written request be paid the remainder of his salary at the next pay day.

B. For other 35 hour employees

1. 10 equated hours = 394.3 service hours
2. 22 equated hours = 867.5 service hours
3. 8 week rider or 8 weeks at regular rate = 280 hours, leaving a 587.5 hour limit.
4. 1 equated hour = 39.4 service hours

Letters of Agreement
between
Macomb Community College
and
Macomb Community College Faculty Organization

It is agreed that the faculty in each occupational Area, as well as the administrators in each Area, shall have the opportunity to make recommendations regarding what, if any, technical or professional training, work experience, combination of these two, or combination including these and academic education shall be considered equivalent to a Master's Degree. Such recommendations, one set by each Area, shall be sent through the instructional supervisor to the Employee Relations Office and shall be considered upon receipt. Disagreements regarding the above will be reviewed by the Service Committee.

Any law, regulation or executive order passed or issued during the term of this Agreement which mandates or financially encourages an extended or specified period of institutional closing different from present recess periods for the purpose of energy conservation or other such purposes, the parties to this Agreement hereby agree to reconvene negotiations to attempt to negotiate a calendar consistent with that law, regulation or executive order.

Additionally, if any state appropriations legislation would cause substantial loss of revenues based on the length of the semester/trimester(s) contained in the MCCFO Agreement, the parties will also reconvene negotiations to attempt to negotiate a calendar that would avoid the loss.

It is understood and agreed that the same pattern of scheduling used in past summer semesters will be continued. Namely, that only specialized classes (early starts, minis, etc.) will start on the shown starting date and the bulk of summer offerings will start three (3) weeks later.

For the purpose of Article XXII.C., it is understood and agreed that a faculty vacancy shall exist in an Area only if sufficient sections to provide a full load existed in the Area beyond those taught, as either regular or extra-contractual assignment, by full-time faculty of that Area (including those that might be taught by any member of the Area on leave) during the previous Spring Semester.

In the event that declining enrollment endangers the continuance of particular programs and/or teacher workloads, Macomb Community College Faculty Organization (MCCFO) and the College agree to consider available alternatives.

Early Retirement Incentive

1. An incentive of $25,000 for faculty under 65 years of age as of the date of retirement; $20,000 for those under 66; $15,000 for those under 67; $10,000 for those under 68; $5,000 for those under 69. The incentive may be taken either in lump sum or over a period of years.
2. The offer must be accepted by July 1 for retirement at the end of the Summer term, or by October 1 for retirement at the end of the Fall term.
3. Eligibility standards:
    a. Must be actively employed during the semester or trimester immediately preceding the retirement date.
    b. Must be eligible for retirement under the State system.
4. The number of recipients shall be determined by the College.
5. Criteria for determining whether the incentive should be granted to a particular applicant:
    a. Degree to which the applicant's discipline is overstaffed or is approaching that status;
    b. Applicant's years of College service.

These provisions may be renewed on an annual basis by mutual consent of the Board and MCCFO.

Declaration 1.

It is pledged that as long as serious harm is not threatened to the program, counselors with forty-four (44) week work schedules will be allowed at least two (2) weeks of vacation between the end of spring semester and the start of fall semester. However, registration periods will not be available for vacations.

Declaration 2.

It is the intent of Article XXVIII.B. to provide access to paid Retraining Leaves for faculty in overstaffed disciplines. These leaves are given priority over sabbatical leaves. It is agreed, therefore, that a decision to accept a retraining leave must be made not later than two weeks prior to the May meeting of the Board of Trustees. This decision is irrevocable.

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1988-1991

MASTER AGREEMENT

BETWEEN

THE WAYNE COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES

AND

THE WAYNE COUNTY COMMUNITY COLLEGE
FEDERATION OF TEACHERS
AFT, LOCAL 2000

400

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ARTICLE I

AGREEMENT

A. This Agreement is made by and between the Wayne County Community College Board of Trustees, and its successors, hereinafter referred to as the "Employer", and the Wayne County Community College Federation of Teachers, Local 2000, hereinafter referred to as the "Federation".

B. This Agreement shall be effective as of 12:01 a.m., September 1, 1988 and shall continue in effect until midnight, August 31, 1991. This Agreement shall be extended only by written agreement of the Employer and the Federation.

C. The purpose of this Agreement is to set forth terms and conditions of employment, such as wages, hours, and working conditions; to establish the system for collective bargaining; and to promote orderly and peaceful labor relations between the Employer and faculty members. To the above end, it is the intent of the parties to abide by the terms of this Agreement at all times.

Board of Trustees	Federation
Yvonne G DuBois Yvonne G. DuBois Chairperson	Claude M. Chapman Claude M. Chapman President
Anna Mae Powell Anna Mae Powell Vice Chairperson	Harvey Hershey Harvey Hershey 1st Vice President
Ollie McKinney Jr. Ollie McKinney, Jr. Secretary	Thomas H. Randolph Thomas H. Randolph Chief Negotiator
Chuck Stockwell Chuck Stockwell Treasurer	J K Shirley James K. Shirley Negotiator
Walter H. Clements College Negotiator	Charles W. Centner Charles W. Centner Negotiator
Pauline Lloyd Pauline Lloyd Manager for Labor Relations	Patricia D. Smith Patricia D. Smith Negotiator

ARTICLE II

RECOGNITION

A. The Employer recognizes the Federation as the sole and exclusive bargaining representative for the Bargaining Unit consisting of all full-time and all regular part-time faculty members: instructors, counselors, librarians, and coaches.

B. Excluded from the Bargaining Unit are temporary part-time faculty members; office clerical and support staff employees; supervisory, administrative, executive employees and all full-time faculty members on 100% release time from their regular contractual obligtation for the purpose of performing duties as a faculty leader, department chairperson, or a similar capacity; and all other employees. Full time faculty members only partially released from their regular contractual obligation for the purpose of performing duties as a faculty leader, department chairperson, or a similar capacity shall not be excluded from the bargaining unit.

C. In the event that the Employer creates a new position, the Manager of Labor Relations, representing the Employer, shall inform the President of the Federation of this new position prior to announcing it publicly, and the Federation and the Manager of Labor Relations shall determine whether such position shall be included in the Bargaining Unit.

D. No administrative duties shall be added to any position within the unit which shall have the effect of removing such position from the Bargaining Unit without prior negotiation and agreement with the Federation.

ARTICLE III

SCOPE OF THE AGREEMENT

A. This Agreement shall supersede any rules, regulations, or practices inconsistent with its terms unless mutually adjusted in writing by the Employer and the Federation and ratified by the membership of the Federation and the Board of Trustees. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All individual faculty member's contracts shall be made expressly subject to the terms of this Agreement.

B. Any amendment to this Agreement between the Employer and the Federation may be made after the Employer and the Federation have agreed in writing that a particular program cannot be designed to comply with specific provisions of this Agreement and that all efforts to design the program in question so as to comply with this Agreement have been exhausted. Such agreement by either party shall not be withheld arbitrarily or capriciously.

1. The written adjustment between the Employer and the Federation shall specify which provisions of this Agreement shall be adjusted and how they shall be adjusted.
2. Any such adjustment shall apply only to the programs specifically mentioned therein.
3. Any such adjustment shall not be made prior to the final submission of the involved proposal to any agency granting funding and/or approval by final submission to the Board of Trustees

ARTICLE IV

CONFORMITY TO LAW

A. This Agreement is subject in all respects to the Laws of the State of Michigan and the United States with regard to the powers, rights, duties, and obligations of the Employer, the Federation, and employees in the Bargaining Unit.

B. In those instances where any state law is contested, the provisions of that law shall be implemented until such time as a court of competent jurisdiction declares it to be unconstitutional, null, or void.

C. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. The parties shall meet for the purpose of rewriting directly affected provisions of this contract and those provisions only. However, all other provisions of this Agreement shall continue in effect and such court determination shall not affect any other portion of this Agreement.

ARTICLE V

FAIR EMPLOYMENT PRACTICES

A. The Employer and the Federation recognize their respective responsibilities under federal, state, and local laws relating to fair employment practices.

B. The Employer and the Federation recognize the moral and legal principles involved in the areas of civil rights and employment of the handicapped and reaffirm from this collective bargaining agreement their commitment not to discriminate because of race, creed, color, national origin, age, sex, dress and appearance, marital status, sexual orientation, political beliefs and activities, or membership or participation in any employee organization, by adhering to existing equal employment opportunity, affirmative action, and Title IX guidelines and rules and regulations and/or guidelines.

C. Whenever the word "he" or "employees" is used in this document, it shall be deemed to include both male and female.

ARTICLE VI

EMPLOYER'S RIGHTS

A. The Federation recognizes the Employer's right to manage its affairs and direct its work force and, within the existing framework of the Statutes of the State of Michigan and the By-laws of the Wayne County Community College Board of Trustees, to maintain the College as efficiently and at the lowest possible cost consistent with fair labor standards. Further, the College has all the customary and usual rights, power, functions and authority of management. It is recognized that the management of the College, the control of its properties and the maintenance of order and efficiency are solely a responsibility of the Employer. Among the rights and responsibilties belonging to the Employer are the rights to decide the number and location of its facilities, work to be performed within the unit, maintenance and repair, amount of supervision necessary and schedule of work.

B. It is further recognized that the responsibility of the Administration of the College for the selection and direction of the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons as set forth in this Agreement, is vested exclusively in the Employer. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner which is inconsistent with the provisions of this Agreement.

C. The Employer reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline provided the same are not inconsistent with provisions of this Agreement.

ARTICLE VII

FEDERATION SECURITY

A. FEDERATION MEMBERSHIP

1. As a condition of employment, each faculty member in the Bargaining Unit on or before the sixtieth (60th) day after the effective date of this Agreement or on or before the sixtieth (60th) day after employment in the Bargaining Unit, whichever is later, and regularly thereafter, shall tender to the Federation either periodic and uniformly required Federation dues, or in the alternative, service fees in an amount equal to these dues as set forth in the rules of the Federation.

2. The Employer shall provide to the Federation the name of those faculty members hired, rehired, reinstated, or transferred on or before the tenth (10th) working day after the effective date of such hire, rehire, reinstatement or transfer, and include the following information: address, city, state, zip code, department, salary, highest degree, contract and credit hour, and home phone number.

B. CHECKOFF

1. The Personnel Department, at the time of hire, rehire, reinstatement, or transfer of a faculty member into the Bargaining Unit, shall apprise the prospective member of this Article's provisions and shall present to him an Application for Membership and an Authorization for Checkoff of Dues supplied by the Federation.

    a. If the faculty member desires to join the Federation, he shall complete both the Application for Membership and the Authorization for Checkoff of Dues and return them to the Federation's Financial Officer.

    b. If the faculty member does not desire to join the Federation, he shall complete only the Authorization for Checkoff of Dues, so that the Federation may collect from him its service fees equal to the monthly dues, and return it to the Federation's Financial Officer.

2. During the life of this Agreement and in accordance with the terms of the Authorization for Checkoff of Dues, the Employer agrees to deduct membership dues or service fees levied in accordance with the rules of the Federation from the pay of each faculty member who executes or has executed the Authorization for Checkoff of Dues.

3. The initial deduction for any faculty member shall not begin unless the Authorization for Checkoff of Dues and the certification of the Federation's Financial Officer as to the amount of the periodic Federation dues or service fees has been delivered to the Employer's Payroll Department at least fifteen (15) calendar days prior to the affected payday.

4. All sums deducted by the Employer shall be remitted to the Federation's Financial Officer once each month by the fifth (5th) working day of the month following the month in which deductions were made, together with a list of current faculty members, showing the amount of Federation dues or service fees deducted from each faculty member.

5. In cases where a deduction is made which duplicates a payment already made to the Federation by a faculty member, or where a deduction is not in conformity with the rules of the Federation, refunds to the faculty member shall be made by the Federation.

6. The Employer shall not be liable to the Federation by reason of Section B of this Article for the remittance of payment of any sum other than that constituting actual deductions made from the pay earned by the faculty member.

7. The Employer shall not, during the life of this Agreement, deduct dues or service fees from faculty members for any organization other than the Federation without the Federation's written permission.

8. The Federation shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Sectio B of this Article.

C. TERMINATION FOR FAILURE TO COMPLY

1. A faculty member in the Bargaining Unit who fails to tender to the Federation either periodic and uniformly required Federation dues, or in the alternative, service fees in an amount equal to these dues as set forth in the rules of the Federation, shall be terminated by the Employer, provided the following

procedures are adhered to:

a. The Federation shall notify the faculty member by certified or registered mail, explaining that he is delinquent in not tendering required Federation dues or service fees, specifying the current amount of the delinquency, and warning him that unless delinquent dues or service fees are paid and a properly executed Authorization for Checkoff of Dues is tendered within ten (10) working days of such notice, he shall be reported to the Board of Trustees for termination as provided for in this Article.

b. The Federation shall give a copy of the letter sent to the faculty member and include the following written notice to the Manager of Labor Relations at the end of the ten (10) day period:

> The Federation certifies that ________________ has failed to tender either the periodic and uniformly required Federation dues or service fees required as a condition of continued employment under the collective bargaining agreement and demands that, under the terms of this Agreement, the Board of Trustees terminate this faculty member.

2. The Manager of Labor Relations shall communicate the Federation's request for termination of the faculty member to the Board of Trustees within five (5) working days after receipt of the above letter and notice. At the next scheduled public meeting, the Board of Trustees shall terminate the faculty member effective within ten (10) working days of the meeting.

3. A faculty member terminated under this Article shall not be rehired without the written consent of the Federation.

   a. Consent to rehire the faculty member shall not be withheld arbitrarily or capriciously, and the Federation shall notify the Employer in writing when consent is withheld, giving the reasons therefor.

   b. A faculty member who receives consent to be rehired shall reimburse the Federation for all past dues or service fees before he is rehired.

4. The Federation shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section C of this Article.

ARTICLE VIII

FEDERATION OPERATIONS

A. The Employer shall not attempt in any way to prevent any landlord from renting space to the Federation throughout the life of this Agreement.

B. The Employer shall grant to the President of the Federation and bear the cost of release time from fifty percent (50%) of his contractual load each Fall, Winter, and Spring Semesters, excluding instructional overload assignments, for the purposes of implementing the terms of this Agreement. The Employer shall grant the Grievance Chairperson of the Federation and bear the cost of release time from two (2) classes in each Fall and Winter Semester but not to exceed eight (8) contact hours in either semester and from one (1) class in each Spring Semester, but not to exceed five (5) contact hours, for the purposes of implementing the terms of this Agreement. Upon written request of the Federation, any member of the Federation shall be granted release time for Federation business up to one half (1/2) of his scheduled academic requirements, provided the Employer shall not be responsible for compensating the employee for such release time and provided said request is made at least thirty (30) days prior to the beginning of the academic semester.

C. No more than three (3) members of the Bargaining Committee shall be granted six (6) hours release time in the scheduling of their assignments during the period of negotiations provided the Federation submits the names and departments of those individuals who comprise the Bargaining Committee prior to the commencement of negotiations. Members of the Bargaining Unit who by arrangement between the Federation and Employer participate during working hours in conferences and meetings with the Employer, which involve or derive from this collective bargaining agreement, shall suffer thereby no loss in pay or benefits.

D. The Employer shall deliver via its inter-office and inter-center mail system Federation inter-office and inter-center mail. Such deliveries shall be made at the same time regular College inter-office or inter-center mail deliveries are made. The Employer shall not delay such Federation mail deliveries arbitrarily, nor shall it charge the Federation for such deliveries. The Federation shall have separate bulletin board space in each full-time learning facility in order to post notices of its activities except that in the Administration Building the Federation shall have two (2) bulletin board spaces and a portion of any divisional bulletin board. Bulletin board space shall be in teacher lounges or other locations not normally frequented by students. The Federation may place additional bulletin boards, at its expense, in teacher lounges or in other areas not mormally frequented by students.

E. It is agreed and understood that no person released under the provisions of this Article may select an overload assignment which is scheduled at the same time as the contract obligation from which he is released.

ARTICLE IX

NEGOTIATIONS

A. During the period of this Agreement, any time after two hundred ten (210) days preceding the termination date, either party may notify the other of its intention to negotiate, and negotiations shall begin within sixty (60) days after such notice is received.

B. During the period of negotiating an agreement, the parties shall meet at reasonable intervals and for reasonable periods of time. Every effort shall be made to schedule bargaining sessions at times which shall not conflict with scheduled assignments or otherwise disrupt or create discontinuities in normal College operations.

C. Whenever a question arises concerning the application and interpretation of this Agreement which affects all or substantially all of the members of the Bargaining Unit, by mutual consent the parties may convene their professional negotiation teams to discuss the matter.

D. Negotiations shall be conducted at a neutral meeting place, provided the expense of obtaining a neutral site is equally shared by both parties.

ARTICLE X

COMMUNICATIONS

A. The President of the Federation or his designee shall be furnished a copy of the agenda of each public meeting of the Board of Trustees with all normal attachments not confidential as determined by the Board at the same time regular distribution is made to the Board.

B. Upon written request by the Federation, its officially designated representative shall appear as an item of new business on the agenda of each monthly public meeting of the Board of Trustees for which the request was made, provided that such request shall be made in writing and received by the office of the Secretary to the Board at least one (1) week prior to the meeting. Said request shall state the reason for appearing before the Board and shall include any available relevant materials related to the subject matter of the request. If sufficient advance notice of a public meeting is not given to the Federation in order to allow for its request to be delivered within the prescribed time limits, such request shall be made within a reasonable time after receipt of the notice of the meeting.

C. The Employee shall make available to the Federation upon its request and within reasonable time thereafter such available statistical, financial, and personnel information and reports related to the operation of the College as are necessary for the processing of grievances or the negotiation or implementation of collective bargaining agreements, provided nothing included herein is intended to require the Employer to present information in forms not normally followed nor in forms not already compiled as provided by law.

D. There shall be a regularly scheduled meeting between the Manager of Labor Relations and the President of the Federation or his designee at least once every month. The parties may bring individuals they feel are necessary for the conduct of business at these meetings.

E. The Federation shall be provided with a copy of the organizational chart of the College complete with names, titles, office locations, and office telephone numbers and extensions of each administrator and supervisor. The Federation shall be notified of changes in the organizational chart within ten (10) working days of such change. The Federation shall be provided with a copy of the job description of each administrator and supervisor employed by the Employer.

F. The Employer shall be provided with a list of Federation officers, committee members, and other officials of the Federation along with office locations and office telephone numbers and extensions. The Employer shall be notified of changes in this data within ten (10) working days of such change.

G. Faculty members shall be responsible for providing the Employer and the Federation with changes in their addresses or telephone numbers within ten (10) working days of such change.

H. The Employer shall provide the Federation the following: the name, address, city, state, zip code, department, salary, highest degree held, contact hours, credit hours, and home telephone number of those faculty members hired, rehired, reinstated or transferred on or before the tenth (10th) working day following such hire, rehire, reinstatement or transfer.

I. The Employer shall supply each employee of the Bargaining Unit with a copy of this Agreement within sixty (60) working days after its ratification by both parties. Each new hired, rehired, reinstated, or transferred employee who does not have a copy of the Agreement shall be supplied with a copy by the Employer. The Employer shall supply the Federation with one hundred (100) copies of the Agreement for the Federation's own use. A copy of this Agreement shall be maintained in the office of each administrator and supervisor of the College.

J. Upon request the Employer shall mail to the faculty members a letter describing their fringe benefits.

ARTICLE XI

GRIEVANCE PROCEDURE

A. The primary purpose of this procedure shall be to secure at the lowest possible level, equitable solutions to the problems of both parties. Nothing contained herein shall be construed as limiting the right of any faculty member to discuss an alleged grievance with the appropriate member of the administration.

B. A "grievance" shall mean an allegation by an employee in the Bargaining Unit, by a group of employees, or by the Federation on its own behalf that there has been an alleged violation, misapplication or nonapplication of any provision of this Agreement or any disciplinary action. All grievances shall be settled in conformity with the following grievance procedures:

C. 1. Prior to the filing of a formal written grievance, but no later than ten (10) working days after the cause shall have become known to the faculty member, the grievant shall meet with the appropriate administrator in whose area the grievance arose to discuss the matter informally with the object of conflict resolution.

2. If the grievance remains unresolved after informal discussion, the Federation may submit a written grievance no later than twenty (20) working days after the grievant's knowledge that a grievance exists. In no event shall the Grievance Procedure be invoked for a grievance based on this Agreement later than twenty (20) working days after the formal expiration of this Agreement. A copy of the written grievance shall be dated and signed by the grievant and/or Federation representative and submitted by the Federation to the appropriate Academic or Student Services Administrator along with any attachments which the Federation deems relevant to the case.

3. The appropriate Academic or Student Services Administrator shall within fifteen (15) working days communicate his decision and reasons therefore in writing to the Federation.

D. STEP TWO

1. If the grievance remains unresolved after Step One, the Federation shall submit the grievance to the Manager of Labor Relations within five (5) working days after receipt of the grievance answer from the appropriate Academic or Student Services Administrator.

2. Within ten (10) working days after receipt of the written grievance from the Federation, the Manager of Labor Relations shall arrange and hold an informal hearing with the member of the Grievance Committee of the Federation.

3. Within ten (10) working days after this hearing, the Manager of Labor Relations shall communicate his decision and the reasons therefor in writing to the Federation.

E. STEP THREE (Optional)

1. If the grievance remains unresolved after Step Two of the Grievance Procedure, the Federation may request an additional meeting with the Manager of Labor Relations within five (5) working days after receipt of the Grievance answer from the Manager in order to discuss the grievance further.

2. Within ten (10) working days after receipt of the request for an additional meeting, the Manager of Labor Relations shall arrange and hold a hearing with the Federation President and the Chairperson of the Grievance Commmittee.

3. Within five (5) working days after this hearing, the Manager of Labor Relations or his designee, shall communicate his decision in writing, including a written explanation thereof, to the Federation.

F. STEP FOUR

1 If the grievance remains unresolved after Step Three of the Grievance Procedure, the Federation may submit the grievance to arbitration. Official written notice of the desire for arbitration shall be submitted to the Manager of Labor Relations no later than ten (10) working days after the receipt of the grievance answer from the Manager in Step Three. In the event the Federation shall fail to serve a written notice, the matter shall be considered as settled on the basis of the written disposition by the Manager of Labor Relations.

2. The arbitration proceedings shall be conducted under the rules of the American Arbitration Association by an arbitrator to be selected by the Employer and the Federation within ten (10) working days after notice of the desire for arbitration has been received by the Manager of Labor Relations. If the parties cannot agree upon an arbitrator, they may file for arbitration by an arbitrator selected by the American Arbitration Association from its list of arbitrators.

3. The arbitrator shall hear the matter promptly and shall issue his decision not later than thirty (30) days from the close of the hearing.

4. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Federation. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

5. The decision and award of the arbitrator shall be in writing and shall set forth his opinions and conclusions on the issues submitted to him.

6. The decision and award of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be accepted as final by the Employer, the Federation, and the employee or employees involved.

7. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement.

G. GENERAL PROVISIONS

1. All formal grievances shall be typed and shall be submitted on the Formal Grievance Form illustrated in the Appendix of this Agreement. All subsequent decisions or answers by the Employer shall be typed and shall be submitted on this form.

2. The grievant shall have the right to be present, to be accompanied by an official of the Federation, or to be represented by an official of the Federation at any stage of the proceedings. Either party shall have the right to bring in witnesses necessary for the processing of the grievance.

3. Hearings and conferences held under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses required to be present, to attend. When such hearings and conferences are held during working hours, all employees whose presence is required shall be excused for that purpose without loss of pay.

4. Grievances shall be processed as rapidly as possible. The number of working days indicated at each level shall be considered as maximum and every effort shall be made to expedite the grievance process. For purposes of this Agreement, a "working day" shall be defined as any weekday, Monday through Friday, excluding holidays and any other days on which the College is closed officially.

5. Failure to appeal a decision by the grievant within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Time limits may be extended by mutual written agreement of both parties.

6. A grievance may be initiated at any higher applicable level by mutual written agreement of both parties. The Federation may withdraw a grievance without prejudice and without establishing a precedent at any step of the procedure. No grievance withdrawn in this manner shall be reinstated.

7. No restraining, coercive, discriminatory, or retaliatory action of any kind shall be taken by the Employer against any party of interest, any Federation representative, or any official participant in the grievance procedure by reason of such participation.

8. All discussions with respect to the grievance shall be kept confidential by the parties involved during the procedural steps of the grievance, provided either party may release pertinent information to any or all personnel related to the grievance.

9. No decision on a grievance or an adjustment thereof shall be contrary to any provisions of this Agreement. No terms shall be added to or subtracted from this Agreement nor any provision changed by the grievance procedure.

ARTICLE XII

PERSONNEL FILES

A. An official personnel file shall be maintained by the Employer for each faculty member, and all such files shall be maintained in a centrally located office.

B. Each personnel file shall have a cover sheet upon which shall be recorded the date of the insertion of any material, the subject and origin of the material, and the names of those persons who insert and inspect the material.

C. Each faculty member shall be obligated to see that employment data, such as verification of job experience, transcripts of credit, and records of certification, necessary for initial salary placement and subsequent salary changes or adjustments, are on file in the Personnel Office.

D. In the event the Employer is served with any legal process requiring the production of personnel records for any bargaining unit member, the Employer shall notify the affected bargaining unit member of same within five (5) working days of service. The Employer will continue to honor the provisions of the Federal Education and Family Privacy Act with respect to disclosure of personnel records.

E. Each faculty member shall have the right to examine the contents of his own personnel file, excluding only confidential pre-employment credentials of an evaluative nature. The faculty member shall make an appointment with the Personnel Office to examine his file. The Director of Personnel or his designee shall be present when the faculty member examines his file, and if the faculty member desires, he may be accompanied by a representative of the Federation. If the faculty member designates in writing that he desires a representative of the Federation to examine his file in his absence, the designated representative shall be allowed to examine the file.

. No material originating from a nonprofessional source shall be placed in the faculty member's personnel file. No official report nor any derogatory statement about a faculty member shall be filed unless he is sent an exact dated copy. The faculty member has the right to submit a response to the report or statement, and the response shall be attached to and filed with the report or statement. Official reports and derogatory statements shall be placed promptly in a faculty member's personnel file. Official reports and derogatory statements deliberately filed apart from the official file shall not be used in disciplinary actions.

G. All documents, communications, and records dealing with the processing of a grievance as outlined in this Agreement shall be filed separately from the personnel files of the participants. This provision shall be retroactive.

H. Each faculty member shall have the right to place in his personnel file material which attests to his professional competence.

I. At the faculty member's request, the Employer shall reproduce any materials in his personnel file except confidential pre-employment credentials of an evaluative nature, provided a reasonable duplication fee is paid by the faculty member.

J. Each faculty member shall be apprised in writing of the permanent removal of any material from his personnel file. The following rules shall govern permanent removal of such materials:

   1. Each faculty member shall have the right to request in writing material filed for over three years prior to the request be removed permanently from his personnel file. Such material shall be removed promptly by the Employer.

   2. The Employer shall have the right to remove permanently material filed for over three years prior to the date of the removal.

   3. Each faculty member shall have the right to retain material permanently removed from his personnel file.

   4. Material expressly excluded from these provisions shall include: employment data, such as verification of job experience, transcripts of credits, and records of certification necessary for initial salary placement and subsequent salary changes or adjustments, and confidential pre-employment credentials of an evaluative nature.

K. No personnel file shall be reviewed unless the appropriate College representative is present and authorizes same.

ARTICLE XIII

ACADEMIC FREEDOM

A. A faculty member shall be free to present instructional materials which are relevant to the subject taught and consistent with course objectives. A faculty member shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study and within his area of professional competence.

B. A faculty member shall be entitled to freedom of discussion in his department or staff meetings on all matters which are relevant to the subject under study.

C. The faculty member shall be free from administrative and institutional censorship and discipline when he speaks or writes as an individual. The faculty member bears the responsibility to clarify the fact that he speaks or writes as an individual and not on behalf of the Employer, and to so identify himself at the time he speaks or writes.

D. The presence of any communications monitoring device during the meeting of any class, faculty meeting, or committee meeting shall be only with the prior written approval of the faculty member concerned. No materials gathered by means of such device shall be admissible as evidence in any action against any faculty member without his approval.

E. Faculty members shall allow students to record classroom activities as a means of assisting the student for study that is directly related to the course syllabi. The instructor may identify specific class sessions which cannot be recorded for sound academic reasons, on the syllabi given to the students.

F. The faculty member shall be entitled to use any secondary materials, subject to budget limitations, which he believes will achieve the course goals agreed upon by the teachers who teach that discipline/course.

G. The faculty member shall be free to use methods or innovations of instruction which he feels achieve the best results and responses from his students. This provision includes the use of books and any other material furnished by the faculty member so long as they help students achieve the course goals, but said faculty member shall not have the right to require students to purchase said additional materials.

H. When such methods as noted in (G) include field trips it shall be the responsibility of the faculty member to secure prior approval of the appropriate Academic Administrator of such field trips on forms supplied by the Employer at least three (3) weeks prior to the scheduled date of the field trip.

The above paragraph shall not apply to those faculty members whose field trips were established pursuant to Section L of this Article. Notification of all field trips must be conveyed to the appropriate faculty administrator by the faculty member at least one week before the field trip occurs.

I. The faculty member shall be free to request any books, magazines, newspapers, or any other materials to be purchased by the library or his division, or area, without censorship, subject only to budgetary limitations.

J. The faculty member shall be supported with instructional resources and services appropriate to his instructional assignment and subject to budgetary limitations. Such resources and services shall include, but not be limited to, Research and Development, Learning Media, and Data Processing.

K. There shall be no administrative rules or regulations governing the dress or appearance of faculty members.

L. The faculty members who teach a particular course within a discipline grouping and the appropriate Academic Administrator shall collectively determine the methods for evaluating the academic progress of their students, and each faculty member shall assign grades to his students based upon said method provided such grades shall be within the letter grading system adopted by the Board.

M. The faculty members who teach a particular discipline/course and the appropriate Academic Administrator shall collectively determine course content, course goals, course syllabi, course textbooks subject to budgetary limitations, and the prerequisite skill levels for sequential courses.

N. Faculty members may voluntarily participate in College social, cultural, and professional activities.

O. Patent and Copyright Policy

1. If College resources, materials, and facilities are not used in the development of any product for the purpose of personal profit or gain, the product shall become the sole property of the individual together with all attendant benefits.

2. The use of College resources, materials, and facilities for the develoopment of any product for the purpose of personal gain may be undertaken only after agreement between the individual and the Board of Trustees

P. Involvement of any faculty member in an instruction system, experiment, or other related approaches for improving the quality of the learning environment shall be voluntarily assumed except in cases where a majority of the faculty members in a particular discipline decide otherwise.

ARTICLE XIV

GRADING

A. The issuance of a grade or mark for a student in a course is the prerogative and the responsibility of the instructor who teaches the course. Grades or marks shall be conveyed to the administration of the College on official administration forms by the instructor within the time limit set by the Academic Calendar.

B. Only the instructor who is assigned to a course has the authority to give a grade or mark for a student in that course except in those situations defined below. Once an instructor files a final grade or mark for a student, no one has the authority to change it except in those situations defined below.

C. The appropriate Academic Administrator shall act to assign, record, change, or complete all necessary grade forms and other materials in the event of the absence, death, or incapacitation of the instructor, or the refusal of the instructor to perform this responsibility, or similar emergency situations.

D. The following procedure shall be followed in the case of a grade or mark contested by a student:

The appeal by a student for a change of grade or mark shall first go to the instructor who issued it. Such an appeal must be filed by the student within twelve (12) months after receipt of the grade. If the grade or mark is sustained by the instructor, the student may appeal to the instructor's appropriate Academic Administrator. The appropriate Academic Administrator shall solicit written statements from both the instructor and the student supporting their respective positions. The appropriate Academic Administrator shall either sustain the grade or mark or shall recommend a change to be carried out by the instructor. The decision of the appropriate Academic Administrator shall be subject to an appeal by the student or the instructor within ten (10) working days of the decision. Such an appeal shall be heard by a selected departmental faculty committee comprised of two (2) faculty members within the approrpaite discipline, one faculty member appointed by the appropriate Academic Administrator and one faculty member appointed by the Federation. The appropriate Student Services Administrator shall appoint a member of his faculty to this committee and the committee shall be chaired by the Vice President for Academic Affairs or his designee. In the event a designee is named, the Union shall be notified of such designee in writing. The President of the Student Government or designee shall also serve as a voting member of this committee. The instructor whose grade is in dispute shall not be eligible for appointment to this committee. The decision of this committee shall be final.

ARTICLE XV

ASSIGNMENTS

STATEMENT OF MUTUAL GOALS

It is hereby agreed and promised that the Board and Federation are irrevocably and mutually committed to delivering a quality education to the people of the College's service district and by methods best suited to the fulfillment of those needs.

GENERAL PRINCIPLES

1. Regions and Regional Campuses serving the Regions are defined as follows:

Region	Regional Campus
Downriver	Downriver
Downtown	Downtown
Eastern	Eastern
Northwest	Northwest
Western	Western

   The Employer reserves the right to designate alternate regional campuses.

2. All but two (2) of the class selection assignments by full-time faculty members in the Fall or Winter Semesters to fulfill their regular contractual obligation must be from among offerings in the region to which they are assigned.

3. One (1) class selection assignment each semester by full-time faculty members to fulfill their regular contractual obligation may be from the offerings outside the region to which they are assigned.

4. If any full-time faculty member selects four (4) overload assignments for the Summer Semester, at least one (1) class selection assignment shall be from among the offerings outside the region to which the faculty member is assigned.

5. The College shall assign each full-time faculty member to a Regional Campus consistent with the criteria listed below. In the event of any conflict among the criteria listed below, priority shall be given to the various criteria in the

order in which listed as follows:

a. Discipline taught by full-time instructor.

b. College seniority.

c. Race makeup at the regional center.

d. Preference of newly hired faculty member.

6. Sex and Race Balances

a. Full-time faculty within any region within the College shall be comprised of no less than thirty percent (30%) nor more than seventy percent (70%) of any one race or sex.

b. The Federation and the Employer agree to work toward a race and sex balance among full-time faculty of no less than forty percent (40%) nor more than sixty percent (60%) of any one race or sex, and among part-time faculty of no less than forty percent (40%) nor more than sixty percent (60%) of any one race or sex by the expiration of this agreement.

A. ASSIGNMENTS FOR FULL-TIME FACULTY MEMBERS

1. Administrative Assignments

a. An Administrative Assignment shall mean the regional campus to which a full-time faculty member is regularly assigned for purposes of maintaining office hours, receiving mail, reporting his absences, and other administrative functions.

b. All Administrative Assignments shall be made consistent with the General Principles enumerated in this Article.

c. Administrative Assignment Transfers shall be granted when the full-time faculty member requests the transfer in writing to the appropriate Academic Administrator. Such requests shall be made no later than the end of the class selection assignment period for the subsequent academic year provided the staffing requirements of the College will allow such a transfer, and such transfer would not result in a conflict with any of the General Principles contained in this Article.

2. Class Selection Assignments

a. Seniority List.

1. At least fifteen days prior to the first day of classes the College shall publish a department/discipline seniority list. The Federation shall receive a copy of this list as soon as it is published. This list shall rank the full-time faculty members of this discipline according to the number of years of discipline grouping seniority. The published list shall be in chronological order with the names of full-time faculty members and the number of years of department/discipline service, beginning with the faculty member with the longest tenure and ending with the full-time faculty member with the least tenure. Should the problem arise that more than one faculty member has the same number of years seniority, this problem shall be resolved by listing full-time faculty members in question alphabetically, according to the surname listed as of the date of the most recent hire. Each semester, this alphabetical arrangement shall rotate so that each faculty member shall eventually have his name appear first on the list among those with equal seniority. The following semester the faculty member whose name appeared first shall be placed last among those with equal seniority.

2. Notwithstanding the provisions of this Article, any layoffs shall be implemented according to Article XXVI, Reduction of Staff, on a College-wide basis.

b. At a discipline grouping meeting held no later than July 1, and prior to the first rough draft of the schedule of classes, the appropriate Academic Administrator and his full-time faculty shall jointly develop full-time faculty assignments. These assignments shall be based on scheduling information as submitted by the appropriate Academic Administrator. Whenever possible, this information shall include all operative centers in the region, the anticipated number of sections to be offered, and the proportion of classes to be offered in the morning, afternoon, and evening. This information will be available no later than May 1 of each academic year. The procedure listed below shall be followed in order to accomplish the above.

c. The full-time faculty member whose name appears at the top of the discipline grouping full-time seniority list shall select two classes from the listed schedule of clases he wishes to teach.

d. The criteria for inter-departmental/area teaching assignments, to complete a faculty member's regular contractual obligation, shall be a minimum accumulation of twenty (20) semester hours, at least nine (9) of which shall be graduate credits in the discipline to be taught or equivalent experience in occupational areas as determined by the appropriate Academic Administrator and subject to the final approval of the Vice President for Academic Affairs or such other person as designated by the President or the Board of Trustees.

e. Overload:

   1. Each full-time faculty member shall follow the procedure in A(2)c above in selecting overload assignments except overload classes shall be selected one class at a time instead of two classes at a time. After twelve o'clock (12:00) noon of the first day of classes no faculty member may request a change in assignments for any reason except to complete his contractual obligation. Full-time faculty may bump any part-time instructor or select any unassigned class on or before twelve o'clock (12:00) noon on the first day of class for the semester to replace an overload class for any semester.

   2. An overload assignment may be selected for any semester at the regularly scheduled class selection meeting.

   3. Any assignment or portion of an assignment selected by full-time faculty in excess of their regular contractual obligation shall be deemed an overload assignment. Failure of any faculty member to designate properly such assignments at the class selection meetings shall result in overload assignments being designated by the appropriate Academic Administrator.

f. A full-time faculty member shall not be allowed to include, for assignment purposes stated above, more than two (2) night assignments as part of a regular contractual obligation. Notwithstanding the above, each full-time faculty member must schedule his workload to be at an instructional center a minimum of three (3) days per week excluding Saturdays.

3. Conflicts arising between faculty members and/or between faculty members and the appropriate Academic Administrator shall be resolved by a written procedure established jointly by the apropriate Academic Administrator and the full-time faculty members of the discipline grouping. In those situations where mutually satisfactory decisions cannot be made by the appropriate Academic Administrator and his full-time faculty members, the Vice President for Academic Affairs or such other person designated by the President or the Board of Trustees shall have final authority to make the decision. In such situations, the appropriate Academic Administrator and the faculty member shall submit their respective reasons for disagreement.

4. Formal Grievances arising from this provision shall be initiated as soon as possible, but no later than ten (10) working days after the first day of regularly scheduled assignments.

B. ASSIGNMENTS FOR PART-TIME INSTRUCTORS

1. Class Selection Assignments.

a. Names of all part-time faculty and administrators who teach shall be listed by the groupings of disciplines as defined in Appendix H. Fifteen (15) days prior to the first day of classes, the College shall publish a seniority list for each discipline of the College. The Federation shall receive a copy of this list as soon as it is published. This list shall rank the part-time faculty members and administrators who teach in that discipline grouping according to the number of contact hours taught within the discipline grouping. The published list shall name the faculty members and the number of contact hours of discipline grouping.

b. Class selection notification shall be determined in the following manner:

1. All part-time instructors with 75 or more contact hours of seniority in a discipline grouping shall be invited to the class selection meeting for that discipline grouping subject to section B(1)b(2).

2. In the event that the remaining number of class sections in any discipline, after full-time instructors have completed class selections, exceeds the number of part-time instructors and administrators who teach with 75 or more contact hours of seniority by a ratio of more than two to one (2:1), the College shall invite at least one additional part-time instructor or administrator who teaches with less than 75 contact hours of seniority for each class section in excess of the two-to-one ratio.

c. In all cases of equal seniority, order of priority shall be determined by alphabetical order.

d. Should a part-time instructor fail to appear for class selection for two consecutive terms to which he was invited, the Employer may remove said instructor's name from the seniority list for class assignments.

e. Formal grievances arising from the above provisions in this section shall be initiated as soon as possible but no later than ten (10) working days after the first day of regularly scheduled classes. The only relief that shall be required of the Employer in any resolution of these grievances shall be the placement of the faculty member in an assignment for the next regular semester.

f. A regular part-time instructor may be removed from the seniority list under the following provisions:

1. A regular part-time instructor who has taught up to twenty (20) hours for the Employer and who is removed from the seniority list shall be provided with a reason in writing for such removal. He shall be allowed an opportunity to discuss the reason with the appropriate Academic Administrator, and he may appeal the action of his appropriate Academic Administrator to the appropriate Executive Dean. The appropriate Academic Administrator shall inform the Federation of the removal. A regular part-time instructor who is removed from the seniority list under this provision shall not have recourse to the grievance procedure because of that removal.

2. A regular part-time instructor who has taught more than twenty (20) hours but less than seventy five (75) hours for the Employer and who is removed from the seniority list, shall be provided with a reason in writing for such removal. He shall be allowed an opportunity to discuss the reason with his appropriate Academic Administrator; he may appeal the action of the appropriate Academic Administrator to the appropriate Executive Dean, and may appeal the decision of the appropriate Executive Dean to the Vice President for Academic Affairs. The appropriate Academic Administrator shall inform the Federation of the removal. A regular part-time instructor who is removed from the seniority list under this provision shall have recourse only to the first step of the grievance procedure because of that removal.

3. A regular part-time instructor who has taught seventy five (75) hours or more for the Employer shall be removed from the seniority list as provided for by Article VII, Federation Security; Article XXVI, Reduction of Staff; and Article XXVII, Termination.

C. ASSIGNMENTS FOR PART-TIME FACULTY MEMBERS OTHER THAN INSTRUCTORS

The appropriate Academic Administrator, with the approval of the Vice President for Academic Affairs, or his designee, shall have the final authority to develop assignments for regular part-time faculty members other than instructors.

1. The preferences of these faculty members shall be considered whenever possible; however, no regular part-time faculty member shall have any priority to an assignment at a specific day or time within his designated region.

2. Regular part-time faculty members other than instructors shall have their contracts renewed at the option of the Vice President for Academic Affairs, who shall make this decision primarily on the basis of departmental needs. A regular part-time faculty member other than an instructor who does not have his contract renewed shall not have recourse to the grievance procedure because of that failure.

D. For the purposes of class selection assignments, for part-time faculty and administrators who teach, seniority hours shall be accumulated in accordance with the provisions of Appendix H, Discipline Seniority Chart.

E. ASSIGNMENT PRIORITIES

The following order of preferences shall be followed for determining who shall receive a particular instructional assignment provided that all selections are made in conformity with the provisions of this Article including but not limited to Section B(1)d. Seniority order shall be followed within each of the below listed priorities:

1. Qualified full-time faculty within their discipline who are selecting their regular contractual obligations.

2. Qualified full-time faculty from other disciplines who are selecting their regular contractual obligation, provided they have exhausted course offerings in their own discipline.

3. Qualified full-time faculty within their discipline who are selecting overload assignments.

4. Qualified full-time faculty members from other disciplines who are selecting overload assignments.

5. Qualified Administrators who teach without pay as part of their contractual obligation.

6. Qualified full-time faculty members of Wayne County Community College retired under the Michigan Public School Employees Retirement System who are selecting class assignments. Seniority is determined by the number of years of teaching at the College.

7. Qualified part-time instructors with one hundred (100) or more contact hours whose entire assignment was bumped or cancelled the previous semester selecting one (1) replacement class. This priority may be exercised only for the semester following the semester in which an entire assignment was bumped or cancelled and only in one discipline grouping. Only instructors whose names appear on the list published by the College may exercise this priority.

8. Qualified part-time instructors with one hundred (100) or more contact hours of seniority shall be eligible to select concurrently their first two (2) assignments within their discipline grouping.

9. Qualified part-time instructors with one hundred (100) or more hours of seniority within the discipline grouping who select only one class at a discipline grouping class selection assignment meeting during their first round may select their second class selection assignment during the first round of class selection meetings in another discipline grouping at a subsequent meeting.

10. Qualified part-time instructors with fewer than one hundred (100) contact hours of seniority who are seeking a first assignment within the discipline grouping.

11. Qualified part-time instructors with fewer than one hundred (100) contact hours of seniority who are seeking a second assignment within the discipline grouping.

12. Qualified part-time instructors in ranking seniority order who were invited to the meeting and are seeking a third assignment within the discipline grouping.

13. The appropriate Academic Administrator shall make reasonable attempts to offer remaining or subsequently available class assignments to qualified part-time faculty members and administrators who teach who did not acquire a teaching assignment and who signed and filled out the form in Appendix J by seniority order in the discipline grouping before making an assignment to other qualified persons.

F. QUALIFICATIONS FOR ASSIGNMENTS

1. A faculty member shall only select a course that he is qualified to teach. The appropriate Academic Administrator and the faculty members of said discipline grouping may submit an advisory opinion to the Vice President for Academic Affairs concerning the qualifications of any full or part-time instructor to teach a course within the discipline grouping.

2. Overload assignments may be disallowed only on the basis that the faculty member is not qualified or on the basis of objective evidence that the faculty member selecting the overload assignment cannot fulfill the responsibilities of the overload assignment.

3. Formal grievances arising from this provision shall be initiated as soon as possible, but not later than ten (10) working days after the first day of classes for the semester.

4. The appropriate Academic Administrator may disallow any class selection assignment not made in conformity with the provisions of this Agreement

5. The following class selection assignments shall automatically be disallowed:

    a. Selection of any class assignment by an instructor which has not been previously taught by that instructor at Wayne County Community College unless that instructor has been certified in writing as qualified to teach that course by the Vice President for Academic Affairs, or his designee.

    b. the second of any class assignments which are scheduled back to back at different instructional centers.

6. Only persons certified in writing by the Vice President for Academic Affairs, or his designee, to teach courses not previously taught at Wayne County Community College may be assigned to teach a course offering not selected at the class selection meeting.

ARTICLE XVI

WORKING CONDITIONS

A. FACILITIES

1. The Employer shall provide each full-time faculty member with the following equipment, provided the faculty member makes a formal written request of the appropriate Academic Administrator: a desk, chair, lockable file space, wastebasket, bookshelf space, and necessary office supplies. Whenever possible such equipment shall be provided at the Campus to which the faculty member is assigned.

2. The Employer shall provide a suitable lounge area for the use of College staff members at each full-time learning facility.

3. Within budgetary limitations, faculty members shall have access to resources available such as typewriters, calculators, computers, video tape equipment, data processing equipment, copying and duplicating machines provided such use is directly relevant to the performance of their faculty assignments.

4. The Employer shall provide adequate office facilities for conferences between students and faculty members at all day/evening learning facilities. Every effort shall be made to insure the highest degree of privacy possible. All such accommodatins shall be subject to budgetary limitations.

B. CLERICAL ASSISTANCE

The Employer shall provide adequate clerical assistance to faculty members. Any work submitted by a faculty member shall be completed satisfactorily within five (5) working days.

C. AUDIO-VISUAL MATERIAL

The Employer shall strive to provide adequate audio-visual material to all faculty members. The maximum time necessary to request all equipment shall be five (5) working days written notice. The Employer shall be responsible for obtaining and locating all audio-visual equipment. A minimum of one room at each full-time day/night instructional center shall be equipped with a permanent screen and darkening shades.

D. CLOSED CENTERS

The Employer shall provide public information concerning centers that are closed in emergency situations. When conditions warrant, administrative personnel shall notify all relevant faculty members by telephone.

E. MILEAGE ALLOWANCE

Subject to the approval of the appropriate Academic Administrator or director, the Employer shall reimburse faculty members the current rate in effect allowed by Internal Revenue Regulations Tax Code 162 per mile for every mile traveled between teaching and work related assignments. Actual mileage distances between teaching assignments shall be established by the Employer.

F. PARKING FEES

The Employer shall reimburse faculty members for parking fees paid by them while on regularly scheduled assignments for the Employer provided receipts for said fees do not exceed $1.50 per occurrence and receipts are submitted for same to the appropriate administrator.

G. MAIL FACILITIES

Mailboxes shall be provided at all day/evening facilities for all assigned faculty. Faculty members shall have the right to use the school mailing facilities for intra-campus and outside mailing purposes. Postal charges borne by the Employer are limited to nonpersonal mail. Faculty mail shall not be disturbed under any circumstances by unauthorized persons. The use of Employer mailing facilties shall be for College-related business only.

H. FACULTY IDENTIFICATION

All faculty members shall display in a conspicuous manner a photo identification card on all College facilities. Expense of the photo identification card shall be borne by the Employer. This provision shall become effective at such time that all other full-time College employees are required to display photo identification cards.

I. RESERVED PARKING

The Employer shall provide 40 reserved parking spaces for faculty at or adjacent to the following Campuses: Downriver, Downtown, Eastern, Northwest and Western.

ARTICLE XVII

CLASS SIZE

A. During the academic year the regular obligation headcount maximum shall be thirty six (36) students except that in English composition, and in Speech classes the regular obligation headcount maximum shall be twenty five (25) students, and further provided in laboratory and shop classes the regular obligation headcount maximum shall be the smaller of the following: the number of stations available for students to work at or thirty six (36) students.

B. The Employer shall give special consideration to the problems pertaining to the introduction of new courses, to the sustaining of advanced courses essential to the integrity of particular programs and/or departments, to commitments made to students enrolled in sequential programs, to changes in physical facilities of the College, and to experimental teaching methods, as these problems pertain to class size. In order to solve some of these problems, the regular obligation headcount maximum may have to be increased in particular situations. However, the regular obligation headcount maximum as stated above shall be increased only after prior consultation with the Federation and after prior written approval of the Fed3eration.

C. A faculty member shall be paid at the rate of $10.00 per student for each student in excess of the total regular obligation headcount maximum per class, provided class size shall be computed on the basis of students officially listed on the computer produced final grade roster and for whom the instructor records a letter grade or an incomplete. The faculty member shall complete the request for compensation, on forms provided by the Employer, at the time of submission of final grades and shall receive compensation within twenty (20) days.

D. In the event the student headcount is greater than or equal to fifty (50) as of the ACS date for any semester, the class shall be divided. In no event shall the student headcount for English composition or Speech classes exceed thirty three (33) in any semester.

E. In those instances where the Academic Administrator combines sections of classes into one consolidated class, an instructor shall be informed of the combination at the time of assignment and may request another class. If the Academic Administrator cannot comply with the request, any resulting conflict shall be resolved by the instructor, the Academic Administrator, and the Executive Dean.

ARTICLE XVIII

FACULTY LOAD

A. FACULTY LOAD

1. The work load for full-time counselors and librarians shall be thirty (30) hours per week exclusive of any time taken for lunch or dinner.
2. The work load for full-time instructors shall be thirty (30) credit hours for each academic year.
3. The work load for full-time instructors in English Composition shall be twenty seven (27) credit hours provided a minimum of eighteen (18) hours of English Composition is taught during the academic year.
4. The work load for full-time faculty members in areas such as Automotive Service Technology, Cosmetology, Aviation, Radiation Therapy, Machine Repair or any other Vocational/Technical Studies Area shall be thirty (30) contact hours per week exclusive of any time taken for lunch or dinner. Actual instruction of students in combination lecture or laboratory classes shall not exceed twenty (20) contact hours per week. However, each full-time Vocational/Technical Studies instructor shall be responsible for lecture assignments provided that said lecture assignment shall not exceed fifteen (15) contact hours per week. The above thirty (30) contact hour provision shall not apply to the Nursing, Dental Assistant, Occupational Therapy Assistant, Medical Laboratory Technology, and Medical Records Technology Programs during the life of this Agreement.

B. CONFERENCE HOURS

All full-time instructors shall maintain five (5) scheduled student conference hours per week. A schedule of these hours shall be posted by the instructor at each facility where he instructs. A copy of this posting shall be submitted to the campus academic administrator at the campus to which the faculty member is administratively assigned not later than the end of the first week of classes for each semester.

C. **FACULTY MEETINGS**

All full-time faculty members shall attend scheduled and announced department and College faculty meetings. Attendance by faculty members shall not be compulsory for meetings scheduled for hours other than those as herein defined as the inclusive work week. Whenever possible, a department or College faculty meeting shall be announced at least five (5) working days before the date of the meeting.

D. **ACADEMIC YEAR**

1. The work load for each full-time counselor shall be either a consecutive thirty six (36) week period or a non-consecutive forty four (44) week period during the calendar year. The thirty six (36) and forty four (44) week period(s) shall be adjusted to the calendar according to the needs of the Employer. A minimum of two (2) counselors from each campus area shall work the above forty four (44) week period.

   Counselors shall submit in writing requests for working the forty four week period to the appropriate administrator no later than thirty (30) working days prior to the first day of fall registration. The appropriate administrator shall determine from the requests counselors who shall be working during the forty four (44) week period. Selection of two (2) counselor(s) shall be granted on a College-wide seniority rotating basis. Selection of additional counselors shall be at the sole discretion of the appropriate administrator. If an insufficient number of requests are made by counselors, the appropriate administrator shall select the appropriate number of counselors to insure sufficient coverage. Counselors selected for the forty four (44) week period described above shall be paid at the rate of 1.25 of the annual base salary for the forty four (44) weeks worked by each counselor.

2. The academic year for counselors shall begin on the first working day prior to the first day of fall registration, but no earlier than August 11 of any contract year.

3. Each full-time librarian shall work thirty eight (38) weeks within the ten (10) month academic year. These thirty eight (38) weeks shall be adjusted to the calendar according to the needs of the Employer.

4. Each full-time instructor shall work a fifteen (15) week fall and a fifteen (15) week winter semester.

E. WORK WEEK

The inclusive work week shall be Monday through Thursday, 8:00 a.m. to 10:00 p.m., and Friday, 8:00 a.m. to 4:00 p.m. Work during all other hours shall be assigned only with the prior written approval of the full-time faculty member involved.

F. INSTRUCTIONAL HOURS

An instructional hour shall be defined as a fifty five (55) minute classroom session.

G. DAY/NIGHT DEFINITION

For all contract purposes Day shall be defined as 7:00 a.m. through 6:00 p.m., and Night shall be defined as after 6:00 p.m. until 7:00 a.m.

H. OVERLOAD

1. A faculty member may be considered for extra contractual assignments within the limits of availability provided assignments for same are consistent with the provisions of Article XV entitled Assignments. A faculty member may teach no more than eight (8) classes of overload per annum. The total contact hours of the eight (8) overload classes shall not exceed thirty two (32) contact hours per annum provided that vocational technical faculty as defined in section A(4) above shall not exceed thirty six (36) contact hours per annum. Furthermore, no more than four (4) classes of overload may be taught in total for the Fall and Winter Semester combined, with no more than four (4) classes taught in the Summer Semester. Each full-time faculty member must schedule his work load to be at an instructional center a minimum of three (3) days during the Spring Semester provided said instructor is teaching twelve (12) or more contact hours per week. Course offerings that are three (3) contact hours or less shall be counted as one-half (1/2) of a class. Overloads in excess of the maximum shall be allowed only with the prior written approval of the Vice President for Academic Affairs. Approval to any faculty member shall in no way set a precedent for other requests.

2. A full-time faculty member shall teach no fewer than fifteen (15) and no more than twenty two (22) contact hours for the Fall and/or Winter Semester provided that vocational technical instructors shall not select less than twenty (20) nor more than twenty seven (27) contact hours in the Fall and/or Winter Semester. Overloads in excess of the maximum shall be allowed only with the written approval of the Vice President for Academic Affairs. Approval to any faculty member shall in no way set a precedent for other requests.

ARTICLE XIX

RELEASE TIME

A. A faculty member's regular faculty load may be reduced by as many classes as are necessary to allow the faculty member to perform adequately a departmental or College function that might include but is not restricted to the following programs or projects: program development or coordination, student activities of an academic nature. Purely clerical tasks shall be excluded from this provision. No faculty members may be granted release time unless written approval is granted by the College.

B. The Academic Administrator and his full-time faculty members jointly shall determine the amount of release time that is necessary, and the distribution of this time among the faculty members of the department as prescribed below:

1. In determining his recommendations for release time, the Academic Administrator and the faculty members shall consider the following items:

    a. Identification of the problem.

    b. Organized plan to approach solution.

    c. Significance and degree of innovation involved in solution.

2. The subsequent decisions of the faculty members and the Academic Administrator shall be forwarded to the appropriate College Administrator.

3. Once the request for release time has been approved by the Executive Dean, the recommendation will be subject to the approval of the Academic Vice President and shall be implemented only after his final approval.

C. The formula for release time shall be as follows:

1. Each hour of classroom release time shall be equal to two (2) hours of instructional/program coordination.

2. Each full-time class reduction shall release the full-time faculty member from one (1) hour of student conference time.

ARTICLE XX

EVALUATION OF FACULTY

A. STUDENT EVALUATION OF FACULTY

1. Students shall be given an opportunity to evaluate faculty members each semester. The results of these evaluations shall be made available to the faculty members on whom the results are obtained prior to the beginning of the next scheduled semester after the completion of the semester in which they are administered.

2. The tabulated results of such evaluations shall be placed in the faculty member's personnel file, and the provisions of this Agreement covering personnel files shall obtain.

3. These evaluations are for diagnostic and improvement purposes and may be used by the faculty member and the Campus Academic Administrator or director to increase the faculty member's effectiveness. If the Campus Academic Administrator believes that serious problems are evidenced by these evaluations, he shall schedule a conference with the faculty member in order to discuss the results of the student evaluations and to make recommendations for improvement.

4. The student evaluation criteria used shall be developed by a committee consisting of the Academic Vice President, the Campus Academic Administrator(s), or director, and two faculty members designated by the Federation.

B. ADMINISTRATIVE EVALUATION OF FACULTY MEMBERS

1. Faculty members Under Probationary Status

    a. All Campus Academic Administrator(s) and/or directors shall evaluate their full-time faculty members. Each first year probationary full-time faculty member shall be evaluated by the Campus Academic Administrator or director concerning the faculty member's general professional conduct and work at least once on or before December 15th during the fall semester and at least once on or before March 15th during the winter semester. Each second year probationary faculty member shall be evaluated by the Campus Academic Administrator or director concerning the faculty member's general professional conduct and work at least once on or before December 15th during the fall semester.

b. For instructional faculty members such general evaluations shall include at least one evaluation of a classroom and/or laboratory visit. The evaluative visit shall be conducted by the appropriate Campus Academic Administrator or director or his designee, provided the designee, by his academic training and/or job experience shall be able to judge competence in the subject area that is to be evaluated.

(1) All instructors shall be notified at least one week in advance of the date of an evaluative visit. The evaluator shall arrive at the beginning of the class period and shall be advised of the class objectives by the instructor. The evaluator shall remain in the classroom and/or laboratory at least one academic hour. The evaluator shall not disrupt the classroom and/or laboratory activity in any way and may only participate in such activities at the invitation of the instructor.

(2) A conference shall be scheduled-between the evaluator and the instructor in order to discuss the evaluative visit, the conference to take place outside a scheduled class period. If the evaluator is someone other than the Campus Academic Administrator or director, an additional conference between the Campus Academic Administrator or diredctor may be scheduled by either party.

c. A committee consisting of the Vice President for Academic Affairs, Executive Dean, Assistant Dean or director, and three (3) faculty members designated by the Federation shall determine the criteria for these evaluations. The agreed evaluation instrument is contained in Appendix F of this Agreement.

d. The completed evaluations shall be placed in the faculty member's personnel file and the provisions of this Agreement shall obtain.

2. Faculty Members Under Continuing Contract Status

Each faculty member under continuing contract status shall be evaluated by the Campus Academic Administrator or Director concerning the faculty member's general professional conduct and work at least once each contract year. Such evaluations may include an evaluative visit, in the case of instructional faculty members, at the discretion of the Campus Academic Administrator or director. In the event that there is such a visit, the procedures defined above concerning evaluative visits shall obtain.

ARTICLE XXI

ABSENCES AND SUBSTITUTES

A. An absence shall mean the failure of a faculty member to meet his scheduled assignments.

B. A faculty member shall report any absence promptly and directly to the office of the appropriate Academic Administrator or director and to the office of the facility administrator at the facility where he teaches or provides services. Except in cases of emergency this report shall be made before the occurrence of the absence.

C. A full-time faculty member shall be charged a half day's absence if he fails to meet one half or less of his scheduled assignments for the day. He shall be charged a full day's absence if the absence exceeds one half of his scheduled assignments for the day.

D. All faculty members shall be responsible for signing in and out on attendance forms provided for that purpose by the Employer and available in the office of each facility administrator. All faculty members shall report to the central office of the facility for messages.

E. The appropriate Academic Administrator shall be responsible for providing a qualified substitute for any faculty member who is absent, provided the faculty member gives the appropriate Academic Administrator adequate notice of his absence. The appropriate Academic Administrator shall give priority to part-time bargaining unit members when securing a qualified substitute for an absent faculty member.

F. The appropriate Academic Administrator or director shall be responsible for maintaining a substitute availability list and for distributing the list to all faculty members in his department or area. Substitutes shall be taken from this list. The appropriate Academic Administrator shall appoint substitutes in the case of extended absences of a faculty member.

G. All substitutes shall report to the facility administrator who shall verify the substitution and shall initiate the procedure for compensation on forms provided by the Employer.

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H. Part-time faculty members or full-time faculty members working in an overload capacity who are absent shall have their part-time or overload compensation reduced by an amount equal to the total hours absent times their part-time or overload rates. However, a full-time faculty member shall be allowed to use up to five (5) days of his credited sick leave for his own illness, accident, or hospitalization, as defined in Article XXX, Leaves, during the faculty member's employment in an overload capacity during the Summer Semester. The faculty member shall not be allowed to use sick leave days for personal business leave during this period.

I. Any full-time instructor who substitutes during any Fall or Winter Semester for less than eight (8) weeks for any given assignment shall not have such time charged against the instructor's maximum overload hours during the academic year.

ARTICLE XXII

FACULTY PARTICIPATION

The Employer shall involve the faculty in the development of policies having a direct relationship to their interests or professional mission as outlined in the following sections:

A. PARTICIPATION IN COLLEGE STANDING COMMITTEES

1. There shall be appropriate faculty representation on all College standing committees whose activities are related directly to the interests or professional mission of the faculty. Faculty representatives serving on standing committees shall be elected at large by the faculty in elections conducted by the Federation. Any faculty member may place his name in nomination following Federation procedure for this process.

2. If the Employer does not accept the recommendations of a standing committee, it shall forward the reasons for such action in writing to the chairperson of the committee involved. In any opinion rendered by a standing committee, provision shall be made for minority opinion. The President of the Federation may request an opinion of a standing committee by submitting such a request in writing to the chairperson of the committee.

3. Each standing committee shall have access to all nonconfidential materials which are pertinent to its deliberations.

4. Each standing committee may use consultants as their need is determined, provided the use of consultants shall not obligate the committee or Employer financially beyond the amount budgeted by the Employer for such expense.

5. Each standing committee shall be provided with adequate secretarial help and shall be provided with centrally located files for committee correspondence and records.

B. PARTICIPATION IN DISCIPLINE GROUPING ACTIVITIES

1. The appropriate Academic Administrator or Director shall determine the professional qualifications for membership in the discipline grouping or area; the staffing and scheduling needs; the discipline grouping or area budgets; the courses and programs to be offered; and the syllabi, textbooks, and other material used in the course and program.

2. Part-time faculty members may participate in these activities, and the degree of their participation shall be determined jointly by the appropriate Academic Administrator or director and his full-time faculty members.

3. In those situations where mutually satisfactory decisions cannot be made by the appropriate Academic Administrator or Director and his full-time faculty members, the appropriate Academic Administrator or Director shall have final authority to make the decisions, subject to the approval of the appropriate Academic Administrator. In such situations the Campus Academic Administrator or Director shall submit in writing his reassons for the departure from the recommendations of the group or of the individual concerned.

4. In those situations where a faculty member is dissatisfied with the decisions of his Campus Academic Administrator or Director, he shall have the right to appeal to the appropriate Campus Academic Administrator. If the faculty member is dissatisfied with the decisions of the Campus Academic Administrator, he shall have the right to appeal to the divisional head.

ARTICLE XXIII

EMPLOYMENT

I. QUALIFICATIONS FOR EMPLOYMENT

A. To qualify for initial and continuing employment as a full-time or part-time faculty member, the applicant must meet the credential requirements appropriate to the discipline groupings or area in which the appointment is to be made. Appropriate weights shall be assigned, when considering credentials, to academic training, prior teaching experience, other appropriate experience in the field, and to sponsored or on the job training cited in Appendix E.

B. Ordinarily a prospective appointee must possess the following credentials and the recommendation of the Vice President for Academic Affairs:

1. For traditional liberal arts and science discipline groupings a Master's Degree or higher degree in the subject area.

2. For non-traditional discipline groupings a Master's Degree or higher degree related to the discipline grouping or subject area.

3. For vocational and technical discipline groupings the requirement for an Annual Vocational Authorization as established by the Michigan Department of Education and seven (7) years recent full time experience in a related trade or occupation.

C. The appropriate Academic Administrator and the faculty members of said discipline grouping may submit an advisory opinion to the Vice President for Academic Affairs concerning the credentials of any faculty member.

D. Upon the recommendation of both the Vice President for Academic Affairs and the Manager of Labor Relations, the ordinary credential requirements may be waived by placing greater weights on other credentials listed in Section 1A of this Article.

E. The Board of Trustees shall have final authority in all appointments.

II. NOTICE OF VACANCIES

Notice of full-time administrative or faculty vacancy shall be made to the President of the Federation by the Employer at the time the decision is made to fill the vacancy and, whenever possible, at least fourteen (14) calendar days prior to the filling of the vacancy. This notice may be waived in writing by the President of the Federation.

A. The notice shall be in a form suitable for posting and shall include the date of the notice, a job description where applicable, remuneration offered, required qualifications, the administrator to whom the application is to be sent, and the final date for acceptance of applications. A copy of this notice shall be posted on the Federation bulletin boards in the Administration Building, and copies shall be sent to each facility administrator.

B. Any employee of the College may apply for the position by written application to the administrator designated in the notice. An application for a position shall be recognized as a professional right and shall not affect adversely an employee's status in his present position.

C. The Employer shall notify all applicants presently working at the College of the disposition of their applications for a full-time position prior to the publication of the names of the successful applicant.

III. SELECTION OF CANDIDATES

A. The Employer shall give primary consideration to applicants from withhin the College if their qualifications are superior or equal to other qualified applicants, provided the priorities in Section C are adhered to.

B. In order to fill a full-time vacancy, the appropriate Academic Administrator and his full-time faculty and a representative from the Personnel Department shall review all applications and interview and evaluate qualified applicants and recommend at least three (3) persons for each vacant position, listed in the order of preference to the Vice President for Academic Affairs. Together with these recommendations, the department shall provide the reasons for their recommendations and submit the folders containing all interview and evaluation data and records for all candidates considered for review by the Vice President for Academic Affairs.

C. The filling of a part-time vacancy shall be as stipulated in the above section. However, no new full or part-time faculty member may commence work without the prior approval of the Personnel Department.

IV. PRIORITIES FOR FILLING VACANCIES

The following priorities shall be observed in the filling of full-time faculty vacancies at the College:

A. A full-time faculty member shall be given priority over all other applicants for a faculty apointment to a vacancy in a program, department, or area, provided he is qualified for the vacant position, and provided the Vice President for Academic Affairs agrees to the appointment. Such agreement shall not be arbitrarily or capriciously withheld.

B. A full-time faculty member who leaves the faculty to take a position in the administration of the College shall have priority over all other applicants for a faculty appointment to a vacancy in a program, department, or area, except those applicants defined above, and provided he is qualified for the vacant position, and provided both the President of the College or his designee and the Executive Dean or Director of the program, department, or area where the vacancy exists agree to the appointment. Any faculty member who assumes administrative duties and subsequently returns to the faculty shall resume all rights and privileges that he would have had if he had continued in the faculty position without interruption. Any exempt administrator granted faculty status by Board action shall have the same priority as an administrator returning to faculty, provided they meet the credential requirements of Section 1 of this Article.

C. A part-time faculty member shall, after the abovementioned applicants, be given primary consideration for a faculty appointment to a vacancy in a program, department, or area.

D. No fewer than fifty five percent (55%) of all full-time faculty vacancies shall be filled during the life of this Agreement by qualified applicants from the part-time seniority lists provided the selection of full-time faculty members is consistent with current Equal Employment Opportunity and Affirmative Action Guidelines. The Nursing faculty shall be excluded from this Article's provision.

ARTICLE XXIV

ADMINISTRATORS WHO TEACH

A. A supervisor, administrator, or executive of the College shall be allowed to teach or to act in the capacity of counselor, librarian, or coach without remuneration as an adjunct to his administrative position, provided all applicable provisions of this Agreement and the following stipulations are adhered to:

1. He shall be qualified to perform the faculty assignment and shall have an application and other employment credentials which attest to his qualifications in his personnel file.
2. He shall teach or act in the capacity of counselor, librarian, or coach for a maximum of two (2) classes per semester.
3. His teaching or other faculty assignments in no way shall result in the reduction of present full-time faculty positions.
4. His teaching or other faculty assignments in no way shall infringe on any full-time faculty member's priority in regular or overload assignments.
5. His teaching or other faculty assignments in no way shall restrict or handicap his administrative responsibilities.
6. His performance of the teaching or other faculty assignments shall be evaluated using the same criteria as those applied to part-time faculty.
7. The administrator shall be liable to the Federation for an amount equal to the appropriate Federation dues or service fees, such an amount to be paid before the end of the semester in which the administrator performs the assignment.

B. A supervisor, administrator, or executive of the College shall be allowed to teach or to act in the capacity of counselor, librarian, or coach for remuneration in addition to the responsibilities of his administrative position, provided all applicable provisions of this Agreement and the following stipulations are adhered to:

1. He shall be qualified to perform the faculty assignment and shall have an application and other employment credentials which attest to his qualifications in his personnel file.

2. He shall teach or act in the capacity of counselor, librarian, or coach for a maximum of two (2) classes per semester.

3. His teaching or other faculty assignments shall be consistent with the provisions of Article XV, Section E, entitled Assignment Priorities.

4. His teaching or other faculty assignments in no way shall infringe on any full-time faculty member's priority in regular or overload assignments.

5. His teaching or other faculty assignments in no way shall restrict or handicap his administrative responsibilities.

6. His performance of the teaching or other faculty assignments shall be evaluated using the same criteria as those applied to part-time faculty.

7. He shall not teach or perform other faculty assignments during hours normaly devoted to his administrative responsibilities.

8. He shall be paid according to the current part-time salary schedule.

9. The administrator shall be liable to the Federation for an amount equal to the appropriate Federation dues or service fees, such an amount to be deducted in the same manner as for a part-time faculty member.

ARTICLE XXV

CONTRACT STATUS

A. FULL-TIME CONTRACTS

1. General Provisions

a. All instructors employed by the College for fifteen (15) contact hours or more per week shall be issued full-time contracts. All other faculty members employed by the College for twenty eight (28) hours or more per week shall be issued full-time contracts. Scheduling errors which result in assigning a part-time faculty member to hours in excess of the prescribed limits shall be corrected as soon as possible and shall not result in issuing him a full-time contract.

b. All contracts issued to full-time faculty members shall fall under one of the following designations: temporary, probationary, or continuing.

c. All full-time faculty members shall be apprised of their contract status when their employment commences or is renewed.

2. Temporary Full-Time Contract Status

a. A temporary full-time contract may be issued to fill full-time positions which are known to be temporary at the time of issuance. Temporary full-time contracts shall be issued only for special programs and for replacements for full-time faculty members who are on leave, who have been terminated, or who have resigned or otherwise left the College without completing their contracts.

b. A temporary full-time contract may be issued for a period up to but not to exceed twelve (12) months. A faculty member employed under temporary full-time contract status may be hired into another temporary position. If a full-time faculty member who has been employed by the College for at least twenty (20) instructional months under temporary full-time contract status is rehired, except as a replacement for a full-time faculty member who is on leave, who has been terminated, or who has resigned or otherwise left the College without completing his contract, he shall be offered a continuing contract.

c. A faculty member employed under temporary full-time contract status who fails to have his contract renewed shall not have recourse to the grievance procedure because of that failure.

3. Probationary Full-Time Contract Status

a. The probationary period for new full-time faculty members shall consist of three (3) full-time contracts. No full-time faculty member shall be required to serve more than two (2) probationary periods at Wayne County Community College.

b. A probationary full-time contract shall be issued to all new full-time faculty members, excluding those under temporary contract status. This contract shall be renewed for a second probationary full-time contract unless a notice of non-renewal, which shall include specific reasons for non-renewal, is sent by certified or registered mail to the probationary faculty member by his Divisional Head on or before April 1st.

c. A third year probationary full-time faculty member shall be granted continuing contract status unless a notice of non-renewal, which shall include specific reasons for non-renewal, is sent by certified or registered mail to the faculty member by his Divisional Head on or before April 1st.

d. In both second year and third year probationary full-time situations, prior to the formal notice of non-renewal, the appropriate Academic Administrator, director, or other administrator shall have sent by certified or registered mail at least one (1) written and dated notice to the probationary faculty member stating in specific and detailed terms the nature of any alleged substandard conduct and/or work of the faculty member along with concrete suggestions for improvement when applicable. A copy of this notice shall be placed in the faculty member's personnel file, and the provisions of this Agreement covering personnel files shall obtain.

e. If the Academic Administrator, or other administrator fails to comply with the above provisions and refuses to renew the contract of a probationary full-time faculty member, that faculty member shall have recourse to the grievance procedure. If the Academic Administrator, Director, or other administrator complies with the above provisions and refuses to renew the contract of a probationary full-time faculty member, that faculty member shall not have recourse to the grievance procedure.

4. Continuing Full-Time Contract Status

a. A continuing full-time contract shall be issued to each full-time faculty member upon the satisfactory completion of three (3) probationary full-time contracts.

b. A continuing full-time contract shall guarantee that the services of the faculty member shall be terminated only as provided for by Article VII, Federation Security; Article XXVI, Reduction of Staff; and Article XXVII Termination.

B. PART-TIME CONTRACTS

1. General Provisions

a. Except as provided for in Article XIX, Release Time, all instructors employed by the College for twelve (12) contact hours or less per week shall be issued part-time contracts. All other faculty members employed by the College for twenty four (24) hours or less per week shall be issued part-time contracts.

b. All contracts issued to part-time faculty members shall fall under either of the following designations: temporary or regular.

c. All part-time faculty members shall be apprised of their contract status when their employment commences or is renewed.

d. During the nine (9) week Summer Semester, part-time instructors may teach a maximum of fifteen (15) contact hours per week.

e. No part-time faculty member shall select or be assigned more than twelve (12) contact hours for the Fall or Winter Semesters nor more than fifteen (15) contact hours for the Summer Semester without the mutual agreement of the Employer and the Federation.

2. Temporary Part-Time Contract Status

a. A temporary part-time contract may be issued to fill part-time positions which are known to be temporary at the time of issuance. Temporary part-time contracts shall be issued only to the following part-time faculty members: all substitutes working eight (8) consecutive weeks or more on the same assignment (all substitutes shall be considered temporary part-time faculty members, but those working less than eight (8) consecutive weeks on the same assignment shall not be tendered contracts); faculty members in special programs; replacements for faculty members who are on leave, who have been terminated, or who have resigned or otherwise left the College without completing their contracts.

b. Temporary part-time contracts may be issued for a period up to but not to exceed twelve (12) months.

c. A faculty member employed under temporary part-time contract status shall be paid in accordance with Article XXVIII, Salary Schedules.

d. A faculty member employed under temporary part-time contract status who fails to have his contract renewed shall not have recourse to the grievance procedure because of that failure.

3. Regular Part-Time Contract Status

a. A regular part-time contract shall be issued to each part-time faculty member, excluding those under temporary part-time contract status. This contract shall be renewed under the provisions covered by Article XV, Assignments.

b. Instructors assigned to classes which are cancelled for any reason shall not have recourse to the grievance procedure because of that cancellation.

ARTICLE XXVI

REDUCTION OF STAFF

A. The Employer shall not employ part-time employees when such employment effects a decrease in the number of full-time employees in the Bargaining Unit.

B. When a full-time faculty member cannot be assigned a full load in any semester because of insufficient enrollment or cancelled classes, he shall have the following options for the purpose of fulfilling his full-time contract:

   1. He shall have priority in any assignment for which he is qualified within his own department over any part-time or overload contractual assignee.

      a. Such faculty members shall first bump any part-time instructor from a class assignment which does not conflict with the faculty member's own schedule.

      b. After all part-time instructors have been bumped, such faculty members shall bump other full-time faculty from their overload assignments.

      c. After all overload assignments have been bumped, such faculty members shall bump other full-time faculty members with less bargaining unit seniority.

   2. He shall be given an assignment for which he is qualified in another department after the regular full-time faculty members in that department have been assigned a full load, provided that the Vice President for Academic Affairs approves of his working in the department consistent with Article XXIII, Section B. Such approval shall not be withheld arbitrarily nor capriciously. The same bumping priorities as detailed in Section B(1) of this Article shall be observed by faculty members selecting classes under this provision.

C. After the above procedures have been exhausted, the Board may cause faculty members to be laid off without pay, provided that no layoff shall occur until after the end of the academic year. Full-time faculty members shall be laid off in inverse order of their length of service in the discipline at the College.

   1. When full-time faculty members are recalled, they shall be recalled in inverse order of their placement on layoff. Such re-employment shall not result in loss of status or credit for previous years service.

2. Notice of recall shall be sent to the laid off employee at his last address of record by registered or certified mail.

3. No new appointment shall be made while there is an available employee laid off who is qualified to fill the vacancy unless such employee fails to advise the Employer in writing of his acceptance of employment within fifteen (15) calendar days from the date of notification by the Employer of the available position.

ARTICLE XXVII

TERMINATION

A. Except as provided for in Article VII, Federation Security, Article XXVI, Reduction of Staff, and Article XXV, Contract Status, a faculty member shall be subject to termination during the term of his contract only for just cause.

B. TERMINATION PROCEDURE

The following procedure shall be adhered to whenever a faculty member is terminated during the term of his contract:

1. The faculty member's appropriate Administrator or Director shall initiate a termination recommendation. The recommendation shall be in writing and shall set forth the reasons for the termination. The recommendation shall be reviewed by the faculty member's Executive Dean. If the Executive Dean concurs in the recommendation, he shall forward the recommendation to the Divisional Head. If the Divisional Head concurs in the recommendation, he shall forward the recommendation with his approval to the President of the College.

2. The President of the College shall review the recommendation. If he concurs in the recommendation, he shall authorize the Divisional Head to inform the faculty member by letter of the termination recommendation. The letter shall be given to the faculty member in person or sent to him by certified or registered mail. At the same time a copy of the letter shall be sent to the President of the Federation, and a copy placed in the faculty member's personnel file.

3. In the same letter, the Divisional Head shall inform the faculty member that within five (5) working days of the receipt of the letter, the faculty member may request a termination hearing. If the faculty member requests the hearing within the time period, the hearing shall be convened within five (5) working days of the request. Either party shall be allowed to bring witnesses to the hearing, and the faculty member may be represented by the Federation. Either party may be represented by legal counsel. The President of the College or his designee shall act as chairperson of the hearing.

4. Within forty eight (48) hours of the hearing, the President or his designee shall recommend either termination or reinstatement. If termination is recommended, such recommendation shall be forwarded to the Board of Trustees.

5. If the faculty member does not request a termination hearing within five (5) working days of the receipt of the letter from his Divisional Head, the President of the College shall forward his recommendation for termination to the Board of Trustees.

6. The Board shall review the recommendation for termination and shall rule on the recommendation at its next public meeting.

7. If the Board upholds the termination recommendation, the faculty member shall be terminated. The Board shall send a letter informing the faculty member of its decision. At the same time a copy of this letter shall be sent to the President of the Federation, and a copy shall be placed in the faculty member's personnel file.

C. A faculty member who is terminated during the term of his contract shall have recourse to the grievance procedure.

D. No full time bargaining unit member shall be disciplined solely on the basis of an evaluation by another bargaining unit member.

ARTICLE XXVIII

SALARY SCHEDULE

A. FULL-TIME SALARY SCHEDULE

The salaries of full-time faculty members covered by this Agreement shall be as follows:

1988-89

Contract Step	Years of Experience	Bachelor's Degree	Master's Degree	Master's + 30 Sem. Hrs.	Doctorate
1	0	$13,315	$14,290	$15,385	$16,386
2	1	14,596	15,668	16,563	17,695
3	2	15,753	16,824	17,738	19,003
4	3	17,158	18,229	18,916	20,314
5	4	22,461	23,532	25,209	27,532
6	5	26,450	27,621	30,462	33,770
7	6	27,103	28,274	32,044	35,995
8	7	27,760	28,931	33,624	38,217
9	8	28,415	29,585	35,205	40,446
10	9	30,112	31,283	36,786	42,672
11	10	32,519	33,784	39,734	46,087

1989-90

Contract Step	Years of Experience	Bachelor's Degree	Master's Degree	Master's + 30 Sem. Hrs.	Doctorate
1	0	$13,848	$14,861	$16,000	$17,042
2	1	15,180	16,294	17,226	18,402
3	2	16,383	17,497	18,448	19,763
4	3	17,844	18,958	19,672	21,127
5	4	23,359	24,473	26,217	28,633
6	5	27,508	28,726	31,680	35,121
7	6	28,188	29,405	33,326	37,435
8	7	28,870	30,088	34,969	39,746
9	8	29,551	30,768	36,613	42,063
10	9	31,317	32,535	38,257	44,379
11	10	33,819	35,136	41,324	47,930

1990-91

Contract Step	Years of Experience	Bachelor's Degree	Master's Degree	Master's + 30 Sem. Hrs.	Doctorate
1	0	$14,402	$15,456	$16,640	$17,723
2	1	15,787	16,946	17,915	19,138
3	2	17,038	18,197	19,186	20,554
4	3	18,558	19,717	20,459	21,972
5	4	24,294	25,452	27,266	29,779
6	5	28,609	29,875	32,947	36,525
7	6	29,315	30,582	34,659	38,933
8	7	30,025	31,291	36,368	41,335
9	8	30,734	31,999	38,078	43,746
10	9	32,569	33,836	39,788	46,154
11	10	35,172	36,541	42,977	49,847

B. FULL-TIME, PART-TIME, AND OVERLOAD SALARY SCHEDULE PRINCIPLES

1. Experience

a. Non-Vocational Technical Faculty

"Years of experience" shall mean years of full-time secondary or higher level teaching, counseling, or librarian experience. Directly related work experience shall be evaluated individually by the appropriate Academic or Student Services Administrator or Director and subject to the written approval of the appropriate divisional head. Years of experience shall be credited at the rate of one (1) year of teaching, counseling, or librarian experience for every two (2) years of acceptable related work experience.

b. Vocational Technical Faculty

Years of experience shall mean years of full-time secondary or higher level teaching experience. "Directly related work experience and/or directly related supervisory experience" shall mean years of full-time experience acquired after the time the degree equivalents (see B(2) below) were completed. Directly related work experience and/or directly related supervisory experience shall be evaluated individually by the appropriate Academic Administrator and subject to the written approval of the Vice President for Academic Affairs. Years of experience shall be credited at the rate of one (1) year of teaching experience for every two (2) years of acceptable directly related work experience and/or directly related supervisory experience.

2. Degrees and Degree Equivalents

a. Documentation and Relatedness

1. All transcripts verifying an educational obtainment must be remitted directly from the granting institution to the College Personnel Office. Only education obtainments verified by granting institutions accredited by the appropriate Regional Accrediting Agency shall be recognized by the Employer for purposes of initial salary placement or salary advancement. All other educational obtainments shall be recognized only after the written approval of the appropriate division head has been received by the College Personnel Office.

2. Only educational obtainments related to the discipline taught shall be considered for initial salary schedule placement.

b. Faculty members who hold a Bachelor's Degree as their highest earned degree, who have earned forty five (45) semester hours or more of related graduate credit in addition to that degree, shall be credited for salary purposes as being on the Master's Degree Schedule.

c. "Semester hours in the Master's Plus 30 Semester Hours Schedule" shall mean semester hours of completed graduate course work in excess of and subsequent to those hours earned for the Master's Degree.

d. For purposes of these provisions, one and one-half (1 and 1/2) quarter hours shall be equal to one (1) semester hour.

e. Holders of two-year master's degrees of 50 semester hours or more of earned graduate credit and holders of three year graduate professional degrees of 80 semester hours or more of earned graduate credit shall be credited for salary purposes as being on the Master's Plus 30 Semester Hour Schedule. Holders of three-year graduate professional degrees of 80 semester hours or more of earned graduate credit who also hold a master's degree shall be credited for salary purposes as being on the Doctorate Schedule. Full time faculty members who are holders of three-year graduate professional degrees of 80 semester hours or more of earned graduate credit and who also are licensed to practice law or are licensed as a registered architect shall be credited for salary purposes as being on the Doctorate Schedule. It is understood expressly that two-year graduate degrees which total less than the number of graduate hours prescribed above shall not fulfill the requirements for advanced salary payment under this provision. Upon the recommendation of the Vice President for Academic Affairs, holders of master's degree and professional certification such as registered architect or certified public accountant shall be credited for salary purposes as being on the Master's Plus 30 Semester Hours Schedule.

f. Persons meeting the requirements for an Annual Vocational Authorization as established by the Michigan Department of Education and who have at least seven (7) years recent full-time experience in a directly related trade or occupation shall, upon certification of same, be deemed to have acquired a Master's Degree.

g. Persons meeting the requirements of a Secondary Provisional Certificate with a Vocational Endorsement and who have at least five (5) years recent full-time experience in a directly related trade or occupation shall on certification of same, be deemed to have acquired a Master's Degree.

h. Persons who have met the requirements of either section (f) or (g) and who have completed the equivalent of an additional 30 semester hours of directly related training as approved by the Vice President for Academic Affairs and who have at least 3 years full-time teaching experience shall upon certification of same, be deemed to have advanced to the Master's Degree plus thirty hours schedule (see B(2)(e) above).

    i. Persons who have met the requirements of section (h), and who have completed the equivalent of an additional 80 semester hours of directly related training as approved by the Vice President for Academic Affairs and who have at least an additional 4 years full-time teaching experience shall, on certification of same, be deemed to have advanced to the Doctorate Degree Schedule.

3. In order for a faculty member to apply graduate hours to a salary scale in excess of the Master's Degree scale, such graduate hours shall have been earned by the faculty member; graduate hours waived by an institution or credited from undergraduate studies or work experience shall not be applicable in these instances.

4. All new hires to Wayne County Community College shall be evaluated for placement in the Salary Schedule as full-time faculty according to the principles of this Agreement, provided that no such person shall initially be placed higher than the sixth (6th) contract step. For the purpose of this section, all persons previously holding positions as part-time employees at Wayne County Community College shall be deemed new hires to the College.

5. Any salary adjustment brought about by the settlement of this Agreement shall be retroactive only to the beginning of the academic year; adjustments shall be expressly precluded from being retroactive before that date.

FULL-TIME OVERLOAD SALARY SCHEDULE

1. Any contact hours in excess of thirty (30) taught in the Fall, Winter, and Spring Semesters shall be paid at regular rates.

2. Any full-time faculty member shall be paid per contact hour of overload assignment for each semester of the academic year as follows:

Full-Time Overload
Hourly Rate Schedule

1988-89

Contract Step	Years of Experience	Bachelor's Degree	Master's Degree	Master's + 30 Sem. Hrs.	Doctorate
1	0	$24.23	$25.30	$27.90	$30.92
2	1	24.23	25.30	27.90	30.92
3	2	24.23	25.30	27.90	30.92
4	3	24.23	25.30	27.90	30.92
5	4	24.23	25.30	27.90	30.92
6	5	24.23	25.30	27.90	30.92
7	6	24.82	25.89	29.34	32.95
8	7	25.42	26.49	30.78	34.99
9	8	26.01	27.08	32.23	37.03
10	9	27.57	28.64	33.68	39.07
11	10	29.77	30.93	36.37	42.19

1989-90

Contract Step	Years of Experience	Bachelor's Degree	Master's Degree	Master's + 30 Sem. Hrs.	Doctorate
1	0	$24.71	$25.80	$28.45	$31.53
2	1	24.71	25.80	28.45	31.53
3	2	24.71	25.80	28.45	31.53
4	3	24.71	25.80	28.45	31.53
5	4	24.71	25.80	28.45	31.53
6	5	24.71	25.80	28.45	31.53
7	6	25.31	26.41	29.92	33.60
8	7	25.93	27.02	31.40	35.69
9	8	26.53	27.62	32.88	37.77
10	9	28.12	29.21	34.35	39.85
11	10	30.37	31.54	37.10	43.03

1990-91

Contract Step	Years of Experience	Bachelor's Degree	Master's Degree	Master's + 30 Sem. Hrs.	Doctorate
1	0	$25.20	$26.32	$29.02	$32.17
2	1	25.20	26.32	29.02	32.17
3	2	25.20	26.32	29.02	32.17
4	3	25.20	26.32	29.02	32.17
5	4	25.20	26.32	29.02	32.17
6	5	25.20	26.32	29.02	32.17
7	6	25.82	26.93	30.52	34.28
8	7	26.45	27.56	32.03	36.40
9	8	27.06	28.18	33.53	38.52
10	9	28.68	29.80	35.04	40.64
11	10	30.98	32.18	37.84	43.89

3. A full-time faculty member who has an overload assignment in the Occupational Therapy Assisting Program, the Medical Laboratory Technician Program, the Medical Records Technician Program, or the Aviation Mechanics Program, and who holds certification, registration, or professional license in the program in which he is a faculty member, shall be paid the higher of the following:

   a. According to the above Full-Time Overload Hourly Rate Schedule.

   b. According to the following scale: with less than a Master's Degree, the Master's Degree Schedule; with a Master's Degree, the Master's Plus 30 Semester Hours Schedule; with a Master's Plus 30 Semester Hours, the Doctorate Schedule.

D. PART-TIME SALARY SCHEDULE

1. A part-time faculty member shall be paid for each contact hour worked of each part-time assignment for each semester of the academic year at the rate to which he is entitled by his academic credentials as follows:

Academic Year	Bachelor's Degree	Master's Degree	Master's + 30 Sem. Hrs.	Doctorate
1987-88	$28.80	$30.05	$34.05	$38.22
1988-89	29.38	30.65	34.73	38.98
1989-90	29.97	31.26	35.42	39.76
1990-91	30.57	31.89	36.13	40.56

2. A part-time faculty member who has a part-time assignment in the Occupational Therapy Assisting Program, the Medical Records Technician Program, or the Aviation Mechanics Program, and who holds certification, registration, or professional license in the program in which he is a faculty member, shall be paid the higher of the following:

   a. According to the above Part-Time Schedule.

   b. According to the following scale: with less than a Master's Degree, the Master's Degree Schedule; with a Master's Degree, the Master's Plus 30 Semester Hours Schedule; with a Master's Plus 30 Semester Hours, the Doctorate Schedule.

3. A part-time faculty member who replaces a full-time faculty member for a total of fifteen (15) contact hours or more per week for eight (8) consecutive weeks shall be paid retroactively pursuant to the full-time salary schedule but shall not otherwise acquire the rights of a full-time faculty member.

E. SUBSTITUTE SALARY SCHEDULE

The Employer shall pay the substitute a flat rate of $15.00 per contact hour, provided the substitute is or has been employed by the College in a faculty or administrative capacity and has his credentials on file in the Personnel Office at the time of the substitution. All other substitutes shall be paid a flat rate of $12.00 per contact hour.

F. SALARY SCHEDULE ADVANCEMENTS

1. A salary schedule advancement for full-time or part-time faculty members following completion of additional education requirements academically related to the faculty member's assignment, or for initial salary placement purposes, shall be effective the first day of work following the receipt by the Personnel Office of the necessary credentials, i.e., official transcripts, remitted by the educational institution, verifying the education advancement and/or obtainment.

2. For the purpose of this agreement a degree is related if it is commonly or frequently connected with the discipline being taught.

G. PAY FOR CANCELLED CLASSES

When a faculty member meets a part-time or overload assignment at the beginning of a semester and the class to which he is assigned is cancelled, he shall be paid for the time he has met the class, provided he attends the class and teaches the subject matter as though the class would continue. The employer shall not pay the faculty member for the remainder of the semester hours in such a cancelled class.

H. WAGE-PRICE FREEZE

All salaries and other economic benefits shall be subject to applicable laws and regulations of the Federal and State governments.

I. Full-time faculty members unable to complete a contract assignment shall be paid a prorated share of his annual salary equal to the percentage of the contract assignment completed.

ARTICLE XXIX

FRINGE BENEFITS

A. INSURANCE

With the exception of Workers' Compensation, only full-time employees in the Bargaining Unit shall be granted coverage by the following insurance programs. Insurance coverage for regular, full-time employees shall extend for the duration of their employment, during the life of the Agreement. Insurance coverage for temporary, full-time employees shall extend only through the duration of their contracts. Commencement and duration of coverage and amount and nature of benefits shall be governed by the terms of the group insurance policy and the rules and regulations of the carrier.

1. Group Life Insurance

The Employer agrees to pay the necessary premiums to provide a group term life insurance policy with an accidental death rider of equal amount for each full-time employee in an amount equal to twice the employee's annual salary to the nearest multiple of $1,000 not to exceed a maximum of $85,000.

The Employer agrees to extend group term life insurance to full-time faculty members of Wayne County Community College retired under the Michigan Public School Employees Retirement System at the retiree's expense. The retiree shall agree in writing to pay the premiums in advance to the College for said life insurance.

2. Short-Term Disability Insurance

The Employer agrees to pay the necessary premiums to provide a short-term sickness and accident disability policy for each full-time employee providing for twenty six (26) weeks disability pay at two thirds (2/3) of weekly salary to a maximum of $250.00 per week.

3. Long-Term Disability Insurance

The Employer agrees to pay the necessary premiums to provide Long-Term Disability Insurance in the amount of sixty five percent (65%) of the faculty member's basic contract salary not to exceed $1,200.00 per month. Disability benefits shall commence the twenty ninth (29th) week of total disability and continue for the period of total disability up to age sixty five (65) whichever occurs first. During the time of total disability there shall be excluded from the non-duplication offset any Social Security Benefits in excess of those in effect at the time of disability.

4. Medical Insurance

a. The Employer agrees to pay the necessary premiums to provide at the employee's option either the Health alliance Plan or the Blue Cross/Blue Shield Plan (MVP-2 with Master Medical Option IV and Non-Deductible Prescription Drug Rider) or a comparable plan for each full-time employee, his spouse, and his dependent children. The Employer shall also pay the necessary premiums for the F.A.E. Rider for each full-time employee.

b. The Employer agrees to make available the medical insurance provided in 4(a) above to all retired faculty between fifty five (55) and sixty five (65) years of age who at the time of their retirement are/were full-time faculty and have completed five (5) or more years of service to the College provided that the retiree shall agree in writing to pay the premiums for said medical insurance for a period of not less than twelve (12) consecutive months.

It is further agreed that the retiree shall make all premium payments at the group rates in effect when the payment is due and no later than the payment due date as established from time to time by the College. All payments for premiums shall be due and payable at the College Personnel Office on the payment date.

It is mutually agreed and understood by the Employer and the Federation that failure to receive payments when due shall result in a loss of medical insurance coverage by the retiree.

It is agreed by the Federation that no dispute arising under this Section (Article XXIX, Fringe Benefits, Section A(4)(b) shall be subject to the grievance procedure provisions.

5. Dental Insurance

The Employer agrees to pay the necessary premiums to provide each full-time employee, his spouse, and his dependent children with the Delta Dental Plan or a comparable plan. The dental plan provides, in most cases, payment of ninety percent (90%) of the cost for dental care (90/90/50) up to a maximum of $800.00 in one year for each full-time employee, his spouse, and dependent children.

6. Optical Insurance

The Employer agrees to pay the necessary premiums to provide each full-time employee, his spouse, and dependent children, with the Basic Plan of Cooperative Services, Inc., Heritage Optical, or a comparable plan provided said plan does not exceed $65.00 per annum per employee.

7. Workers' Compensation

Workers' Compensation Insurance shall be carried by the Employer as required by the Michigan Workers' Compensation Act.

B. OTHER FRINGES

1. Tax Sheltered Annuity Program

The Employer shall make available to all full-time employees an approved tax shelter annuity program. The Employer shall provide no more than five (5) vendors to provide the tax sheltered annuity insurance. Each full-time employee shall notify the appropriate administrator of their designation of vendor.

2. Retirement Fund

The Employer shall assume the cost of each Bargaining Unit member's contribution to the Michigan Public Employees Retirement Fund as required by law.

3. Courses at the College

The Employer shall issue a tuition waiver for courses taken at the College by the employee, the employee's spouse, and dependents under the age of 21 living at home. The Employer shall issue a tuition waiver for courses taken at the College by full-time faculty members of Wayne County Community College retired under the Michigan Public School Employees Retirement System.

4. Unemployment Insurance

Unemployment Insurance shall be carred by the Employer as required by Michigan law.

5. Tuition and Professional Reimbursement

a. The parties to this Agreement support the principle of continuing education for full-time faculty members. Accordingly, the Employer agrees to reimburse each full-time faculty member for any course taken by such member, for conference attendance, or membership in professional organizations that lead to continuing education or professional development, in an amount not to exceed the sum of $600.00 per contract year. Payment shall be charged to the contract year in which activities occur.

b. Each full-time faculty member to be reimbursed for tuition must submit to the Personnel Office evidence of payment and satisfactory completion of any course in order to receive reimbursement. Similarly, each full-time faculty member to be reimbursed for professional conferences, fees, or memberships must submit evidence of attendance at conferences or membership in organizations and receipts for expenditures in order to receive reimbursement.

c. All reimbursements for tuition, conferences, fees, or memberships shall be made to the full-time faculty member within thirty (30) calendar days after submission.

ARTICLE XXX

LEAVES

A. LEAVES OF ABSENCE WITH PAY

1. Sick Leave

    a. Each full-time faculty member shall be credited, at the beginning of each academic year, with the following days of sick leave:

        (1) 72 contact hours for instructional faculty.

        (2) 14 days for non-instructional faculty.

    b. Sick leave days shall be used only for the following purposes:

        (1) Faculty member's illness, accident, or hospitalization

            (a) Pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be considered temporary disabilities and shall be included specifically in this category.

            (b) Normally, the faculty member should arrange routine dental and medical appointments for those times when he does not have scheduled assignments. If such appointments are necessary during scheduled assignments, they should be charged to sick leave.

        (2) Emergency Situations

        Emergency situations shall be limited to the following: quarantine of the faculty member or his living quarters; court appearance where the faculty member's attendance is required by subpoena or summons; such days as may be required by the faculty member's religion for holy observance and abstention from work; death in the family or death of a close associate; care for a member of the faculty member's family when no other arrangements are possible; weather conditions that make it impossible for the faculty member to report to work.

(3) Personal Business Leave

Up to four (4) days may be stipulated as personal business leave days. Personal business leave is provided for personal business of a nonprofit nature that cannot be taken care of outside of working hours. Personal business leave days shall not be allowed immediately prior to or immediately following a scheduled holiday or vacation day except in special cases with the approval of the faculty member's appropriate Divisional Head.

c. A faculty member shall report any absence promptly and directly to the office of the appropriate facility administrator and designated Campus Academic Administrator and this report shall be made before the occurrence of the absence. The faculty member shall identify the reason for the absence, except in the case of personal business leave. A faculty member reporting an absence because of personal business shall have the option of identifying the reason for the absence.

d. If a faculty member is absent for two (2) consecutive working days without notifying the designated Campus Academic Administrator, the faculty member shall be subject to appropriate disciplinary action leading up to and including discharge.

e. After six (6) consecutive work days of sick leave, an employee shall furnish to the Employer a statement from his physician verifying that the employee is unable to work. Clarification of medical statements may be required by the Employer. An employee who remains on extended sick leave in excess of fifteen (15) work days may be asked by the Employer to have a medical examination by a physician stipulated by the Employer in cases where sufficient evidence of continued illness and/or clarification is not obtainable by other means. An employee returning after six (6) or more consecutive work days of sick leave shall supply the Employer with a physician's statement attesting to the employee's ability to resume full-time employment.

f. The Employer is responsible for keeping the records of each faculty member's sick leave account up to date. Upon request and within a reasonable period of time, a faculty member shall be given a written notice of the number of sick leave days remaining in the account.

g. A faculty member shall not be able to use sick leave days before they are credited to his account.

h. A faculty member shall be allowed to accumulate unused sick leave time up to a maximum of seven hundred twenty (720) contact hours for instructors and up to one hundred twenty (120) days for all other faculty. The sick leave accumulated by each full-time faculty member prior to this Agreement shall be credited to his reserve under this Agreement.

i. A faculty member who leaves a position in the Bargaining Unit for another full-time position in the College shall be allowed to transfer his sick leave account to his new position.

j. If a faculty member is sick for fifteen (15) work days the faculty member must notify the Personnel Department by the end of the fifteenth day as to whether they wish to begin receiving short term disability benefits as of their 16th day of absence, or whether they wish to designate when sick leave benefits shall terminate and when short term disability benefits shall begin. No other options shall be available to the faculty member. If the faculty member fails to notify the Personnel Department by the end of the 15th day, the employee shall begin receiving short term disability benefits as of their 16th day of absence.

Once the faculty member has notified the Director of Personnel as to his choice or failed to notify the Director as to his choice no changes may be made.

If a faculty member elects to exhaust his sick leave before receiving short term disability benefits the member's disability shall be deemed to have occurred on the 15th work day prior to the exhaustion of the member's sick leave. Only members who have more than 15 accrued sick leave days may avail themselves of this option.

2. Jury Duty Leave

Upon prior written request, a full-time faculty member called for jury duty shall be granted a leave of absence for the duration of that duty. The Employer shall be obligated only to pay an amount equal to the difference between the faculty member's salary as computed on a daily basis and the daily jury duty fee paid. In order to be eligible for compensation from the Employer noted above, each full-time faculty member shall endorse all compensation payments from jury duty and make same payable to the Employer.

3. Reservist Duty Leave

a. Upon prior written request, a full-time faculty member who is a member of the National Guard or organized Reserves of a United States Military Service and who is ordered to active duty for an annual training shall be granted a leave of absence for the duration of that training period. The Employer shall be obligated only to pay an amount equal to the difference between the faculty member's salary as computed on a daily basis and the reservist's daily base stipend paid if that stipend is less than the faculty member's daily rate. The Employer shall be obligated only to pay the above difference for a maximum period of fourteen (14) calendar days.

b. Emergency Duty Leave

A full-time faculty member who is a member of the National Guard or organized Reserves of a United States Military Service and who is ordered to emergency duty because of riot, flood, or other disaster shall be granted a leave of absence for the duration of that emergency duty. The Employer shall be obligated only to pay an amount equal to the difference between the faculty member's salary as computed on a daily basis and the reservist's daily base stipend if that stipend is less than the faculty member's daily rate. The Employer shall be obligated only to pay the above difference for a maximum period of thirty (30) calendar days.

4. Sabbatical Leave

Upon the recommendation of the President, the Board of Trustees will consider sabbatical leave applications from full-time instructors in accordance with the following specific provisions:

a. Instructors who have served the College for seven (7) years are eligible for a sabbatical leave.

b. At the option of the instructor, the sabbatical leave may be taken for a full year, or either the Fall Semester or the Winter Semester.

c. The salary for the sabbatical leave will be one half (1/2) the regular annual salary for a full academic year.

d. Instructors who request a Fall Semester sabbatical leave will be paid at the full salary rate and be required to teach the Winter Semester.

e. For sabbatical leaves beginning the Winter Semester, the instructor will not be required to teach in the Spring Semester and will be paid at full salary rate.

f. No more than two (2%) percent of the faculty shall be on sabbatical leave at the same time.

g. All such leaves will always be conditioned by departmental arrangements which will preclude any loss of efficiency in the department or any substantial deviation from the announced program of the College.

h. When possible, the College shall hire short term replacements for instructors applying for sabatical leaves if their assignments cannot be assumed by other members of the staff.

i. All such leaves shall be limited to purposes that clearly promise reciprocal advantage to the College through the enhancement of personal competence by study, research writing, or cognate pursuits.

j. An instructor who receives a sabbatical leave shall return to the College for a period of two (2) years or refund, on a prorated basis, the salary received during the leave period.

k. Experience credit on the salary schedule will continue to accrue while the full-time faculty member is on sabbatical leave.

l. All benefits provided under this Master Agreement shall be guaranteed to an instructor for the duration of the sabbatical leave.

m. Applications for sabbatical leave must be submitted to the Director of Personnel at least six (6) months before the leave. Notice of sabbatical approval or disapproval shall be given at least three (3) months prior to the leave.

B. LEAVES OF ABSENCE WITHOUT PAY

1. General Provisions

a. Leaves of absence without pay, except as provided for in the following provisions, shall be granted only to full-time faculty members.

b. All leaves of absence without pay shall be granted without loss of seniority. Contractual benefits or rights accumulated by a faculty member prior to the effective date of the leave shall be carried forward and credited to him upon his return. Upon his return from a leave of absence without pay, the faculty member shall be returned to the department or area from which he left. In the event of the elimination of the position while the faculty member was on leave, length of service in the department or area shall be the determining factor in filling assignments for which the faculty member is qualified.

c. Except as specifically provided for in any of the following provisions, no payments of any kind shall be made to or for a faculty member on any leave of absence without pay.

d. Except as specifically provided for in any of the following provisions, a faculty member shall not have his insurance benefits paid for him by the Employer for the duration of a leave of absence without pay. However, the Employer shall allow a faculty member on a leave of absence without pay to continue his insurance benefits through the Employer's insurance plan, provided the faculty member is responsible for all premium payments.

e. All requests for leaves of absence without pay shall be made in writing and shall be made initially with the faculty member's Campus Academic Administrator. They shall be subject to the approval of the faculty member's Executive Dean and Divisional Head.

f. The Federation shall be kept apprised of all extended leaves of absence without pay for members of the Bargaining Unit.

g. Failure to return to employment upon termination of a leave of absence without pay shall constitute termination of employment.

h. Falsifying by a faculty member regarding the reasons for a leave of absence without pay shall be subject to appropriate disciplinary action leading up to and including discharge.

i. Faculty members on any leave without pay including but not limited to Federation business leave, extended military leave, parental leave, or other leaves without pay shall not be allowed to select or continue any class assignments as a part-time instructor.

2. Federation Business Leave

A full-time faculty member when elected or appointed to an office in the Michigan Federation of Teachers or American Federation of Teachers and in regular discharge of the duties thereof shall be granted a leave of absence without pay for the period of his service. Leaves of absence for a period of one (1) year or more shall be renewed yearly.

3. Extended Military Leave

A full-time faculty member who enlists in or is conscripted into the United States Military Service shall be granted a leave of absence without pay in conformance with conditions established by Federal and State Laws.

4. Parental Leave

A full-time faculty member who is an expectant mother shall be granted a leave of absence without pay under the following provisions:

a. The faculty member shall furnish a statement from her physician indicating to the Employer the length of time she may safely remain at her job before she should be granted a maternity leave. The Employer shall grant a maternity leave of absence to commence at the time indicated by the physician.

b. The faculty member shall notify, whenever possible, the administrator in charge of Personnel by written statement from her physician within six (6) weeks after pregnancy has definitely been determined. The physician's statement must specify the expected delivery date and must further specify the date upon which, in the physician's opinion, the faculty member can continue full-time employement in her position without 1) danger to the faculty member's health or that of the unborn child or 2) impairment in any way to the faculty member's ability to perform her duties.

c. The effective date of separation for maternity reasons shall be the date specified by the faculty member's physician as described in the above sub-section.

d. Within six (6) weeks after delivery of the child, the faculty member shall supply the administrator in charge of Personnel with a statement from her physician specifying the date when, so far as the health of the child is concerned and without respect to any aspect of care in feeding of the child, the faculty member is able to resume full-time employmehnt in her position without danger to the faculty member's health and without impairment in any way to the employee's ability to perform her duties.

e. The date of resumption of employment shall be the date specified by the faculty member's physician as described in the above sub-section d.

f. The faculty member may apply sick leave days to a maternity leave for a period not to exceed six (6) weeks after the birth of the child. Sick leave shall not be used beyond the six-week period except in those instances where the employee's physician certifies that the employee is unable to return to work.

g. The Employer reserves the right at its option and expense to have the faculty member examined by a physician designated by the Employer with respect to the report ending date of the leave as set forth in sub-section d above. The faculty member will make herself available for such examination and will cooperate in furnishing any necessary information in connection therewith. The Employer's designated physician will provide the Employer and the faculty member with a statement specifying the same information as that required by the faculty member's physician desccribed in sub-section d above. In the event of conflict between the statements of the two physicians, a third physician shall be selected by the two physicians and his diagnosis shall be controlling.

h. A faculty member who fails to return to work at the termination of the maternity leave or any extension that may have been granted thereof, shall be subject to appropriate disciplinary action leading up to and including discharge.

i. Hospitalization coverage shall be paid by the Employer for one hundred eighty (180) days beginning the first day of leave.

j. A full-time faculty member adopting an infant-child, i.e., one year of age or less, shall be granted up to one (1) year leave of absence without pay to commence upon receiving de facto custody of said infant-child or prior to receiving such custody. If necessary, in order to fulfill the requirements for adoption, the faculty member shall make such request in writing to the administrator in charge of Personnel and except in case of emergency shall give at least sixty (60) days prior notice.

k. A full-time male faculty member shall be granted up to one (1) year's leave of absence without pay upon written request of the administrator in charge of Personnel provided such request is made within sixty (60) days of the birth of the child to his spouse.

5. Medical Examination

Should the Board or its agents have reason to suspect that a faculty member is being rendered incompetent by physical and/or emotional disability, the Board may demand that said faculty member submit to a physical and/or psychiatric examination. The Board may designate an examiner who must be a licensed physician or psychiatrist and the Board will assume the cost of the examination. The faculty member at his expense may select an additional examiner. In the event the examiner differs on final diagnosis, the parties shall appoint a third physician selected by the first two physicians whose diagnosis shall be binding on the parties. The parties shall split the cost of this final examination. All examination reports shall be confidential and none shall be placed in the personnel file of the employee until final determination of the faculty member's condition.

6. Terminal Illness Clause

In the event a full-time faculty member is adjudged to be terminally ill by his personal physician and such opinion is concurred by the Employer's physician, the Employer shall continue to pay all premiums for the below listed fringe benefits for a period not to exceed eighteen (18) months:

a. Medical Insurance

b. Dental Insurance

c. Optical Insurance

d. Life Insurance

7. Other Leaves of Absence Without Pay

The Employer may grant other leaves of absence without pay if such leaves are recommended by the employee's Campus Academic Administrator and approved by the employee's Divisional Head and the Manager of Labor Relations. A leave granted under this provision to one employee shall in no way set a precedent for other requests.

ARTICLE XXXI

COST-OF-LIVING ALLOWANCE

A. The Employer and the Federation agree that full-time and part-time employees in the Bargaining Unit shall be covered by the provisions of a cost-of-living allowance.

1. The cost-of-living allowance normally is based on the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics, United States Department of Labor (1967 equals 100), referred to as the BLS Consumer Price Index.

2. The Employer and the Federation agree that for each academic year the maximum amount payable under this Article to any full-time employee shall be $1,700 for 1988-89, $1,800 for 1989-90, and $2,000 for 1990-91. These amounts shall be paid by separate check without reliance upon the Index. The first prorated payment shall be made to each full-time employee on active payroll as of December 1 of each academic year. Said payment shall be made with the second pay period in December of each academic year. The second prorated payment shall be made to each full-time employee on active payroll as of April 1 of each academic year. Said payment shall be made with the second pay period in April of each academic year. Temporary full-time faculty members working less than two (2) semesters with the academic year shall be paid a prorated portion of the appropriate amount listed above.

3. The Employer and the Federation agree that each part-time faculty member shall be paid $725 for 1988-89, $750 for 1989-90, and $775 for 1990-91 on or before the end of each semester in each semester in which he works according to the following formula:

$$\frac{\text{Contract Hours}}{30} \times \text{Maximum Academic Year Allowance}$$

ARTICLE XXXII

SENIORITY

A. DEFINITION (FULL AND PART-TIME)

1. College Seniority: All accrued credit from the initial date of hire at the College to the date in question.

2. Bargaining Unit Seniority: All accrued credit from the initial date of entry into the Bargaining Unit.

3. Department Seniority: All accrued credit from the initial date of entry and/or transfer into a specific department to the date in question.

4. Part-time Seniority: Seniority for part-time faculty shall be accumulated by contact hours of teaching within the College.

B. Accumulation of Seniority Credits

1. Full-time instructors shall earn seniority credits in conformity with the chart listed in Appendix K. Full credit shall be awarded in any Fall or Winter Semester in which the faculty member teaches 8 or more complete weeks.

2. Full-time counselors shall earn one (1) seniority credit for working 27 or more complete weeks of their regular contractual obligation. One half (1/2) seniority credit shall be earned for working 9 to 26 complete weeks of their regular contractual obligation.

3. Full-time librarians shall earn (1) seniority credit for working 29 or more complete weeks of their regular contractual obligation. One half (1/2) seniority credit shall be earned for working 10 to 28 complete weeks of their regular contractual obligation.

4. No seniority for full-time faculty shall accrue prior to September 30, 1970.

C. In those cases where College departments or discipline groupings merge with or are absorbed by another College department, all faculty members involved in said merger and/or absorption shall be able to take their departmental or discipline grouping seniority into their newly assigned area of responsibility.

D. The Employer shall publish a College and divisional seniority list at least thirty (30) days prior to the first day of classes for the Winter Semester and thirty (30) days prior to the first day of classes in subsequent semesters. Copies of seniority lists shall be forwarded to the Federation on the same day seniority lists are published.

E. Administrators employed by the College who are absorbed or merged into a department shall not be permitted to assume teaching assignments which result in the layoff or reduction in hours of FULL-TIME employment of any member of the Bargaining Unit.

F. Any full-time Bargaining Unit member who resigns or retires from the College shall be afforded fifteen (15) contact hours of part-time seniority for each year of full-time service with the College.

ARTICLE XXXIII

MERGER AND ABSORPTION

A. In the event Wayne County Community College should merge with or absorb the operation of any other educational institution, no faculty member employed by the College prior to the implementation date of said merger and/or absorption shall be laid off as a consequence of said merger or absorption. Any new faculty member added to the instructional staff of the College as a result of said merger and/or absorption shall be credited with no more College or divisional seniority than they could have acquired as a member of the Wayne County Community College faculty.

1. Faculty pay shall be as outlined in Article XXVIII, Section A.1.
2. The two year probationary period shall be waived and all employees hired under the conditions cited above shall be granted a continuing contract.

ARTICLE XXXIV

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except where modified by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXXV

FACULTY RESPONSIBILITIES

A. Each faculty member shall keep well informed with particular attention to the latest developments in his subject area and teaching technology. Each faculty member shall teach his assigned courses and develop course content and appropriate instructional materials for the courses he teaches. Each faculty member shall prepare a plan of work which outlines the implementation of the course syllabus for each course taught which shall include when applicable course objectives, field trips, audio-visual materials, supplemental readings, and the method used for grade determination. Each plan of work as noted above shall be filed with the faculty member's appropriate Academic Administrator for review no later than two weeks before the beginning of classes. Faculty members may submit, subject to the approval of the appropriate Academic Administrator, amendments to the course syllabus.

B. Vocational Education faculty members shall acquire and/or prepare and use performance objectives at or above minimum standards designated by the Michigan State Department of Education. Vocational Education faculty members shall be expected to serve as resource persons to their respective advisory committee(s).

C. Faculty members shall participate in their respective department discipline, campus and College faculty meetings provided these meetings do not conflict with their scheduled assignments. To assure adequate planning and preparation for such departmental meetings they shall be announced consistent with Article XVIII, Section C.

D. Full-time faculty members shall maintain and post designated student conference hours at the faculty member's assigned campus per Article XVIII, Section B, entitled "Faculty Load". A copy of the posting shall also be filed with the Campus Academic Administrator not later than the end of the first week of classes each semester.

E. Each full-time instructor shall be assigned seventy five (75) active students for academic assisting activities from among students admitted to an instructional program within the faculty member's academic cluster.

1. Academic assisting clusters are listed in Appendix G of this Agreement.

2. All students assigned to an instructor for assistance purposes shall be notified of the faculty advisor's name, office location and posted conference hours by the College. In addition, each student so assigned shall be scheduled for any assisting session only during the full-time instructor's posted conference hours.

3. Full-time instructors in cluster groups I, II, III, and IV shall be responsible for reviewing each student's approved plan of work, progress toward program completion, suggestions for alternative coursework when necessary and review of and assistance with the completion of registration forms.

4. Full-time instructors in groups V and VI shall be responsible for providing study assistance to students referred by the appropriate Student Services Administrator and for review of and assistance with completion of registration forms.

5. Each faculty member shall be responsible for maintaining an ongoing familiarity with services provided by the Student Services Division. Faculty members shall make referrals to departments such as Counseling, Financial Aid, Student Activities and Student Records when appropriate.

F. To assure adequate representation on all committees and pursuant to procedures outlined in Article XXII, faculty members shall serve as members of the following committee(s): Standing Committee, North Central Committees, Ad Hoc Committees, Advisory Committees, and Student Review. The Federation shall assure adequate faculty representation on the above committees. Failure by the Federation to comply within fifteen (15) days of the request for faculty representation by the administration shall result in appointment by the appropriate Academic Administrator. No faculty member shall be obligated to serve on more than one committee each seemster.

G. Each faculty member is encouraged to volunteer his services as a speaker or to serve as a resource person for the College.

H. Each faculty member is responsible for communicating to their appropriate administrator the instructional need(s) of the individual class to assure the proper quality of instruction and smooth operation of the discipline within the College. In addition to the above each faculty member shall fulfill such responsibilities as filing accurate grade reports, book orders, and equipment orders with the appropriate administrator.

I. Each faculty member shall requisition, set up, and operate audio-visual equipment necessary for class instruction.

J. Full-time faculty members shall be assigned and required to attend graduation exercises. In order to implement this provision the Federation shall submit a written list of not less than sixty (60) full-time faculty members who shall attend graduation exercises. This list shall be submitted to the Manager of Labor Relations not later than March 1 of each year. Full-time faculty shall be assigned to participate in graduation exercises from the Federation list submitted in conformity with this provision.

K. Full-time faculty members shall not teach more than nine (9) contact hours in any one day except for very unusual situations and then only by mutual agreement and subject to the written approval of the appropriate Divisional Head.

L. For each class meeting, faculty members shall maintain accurate class records, record attendance of students, and maintain the records of attendance on forms provided by the Employer.

M. Each full-time and part-time faculty member shall remit a signed faculty contract to the Personnel Office no later than fourteen (14) calendar days after the receipt of said contract.

N. Each full-time faculty member is encouraged to attend a professional meeting or conference in his area of expertise each year. Sufficient documentation and a summary report will be placed in each faculty member's personnel file.

O. Full-time faculty members shall participate in the development, revision, and writing or rewriting of a course syllabus for each course-offering in their respective cluster area as listed in Appendix G.

P. Failure of part-time faculty to submit their grades by the deadline specified in Appendix A shall result in removal from the seniority list. Failure of full-time faculty to submit their grades by the deadline specified in Appendix A shall result in a suspension of the right to select overload assignments for two academic semesters.

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR

General Provisions:

1. These calendars are conditioned by the state funding requirements for full semester funding and are subject to renegotiation if the funding requirements change with the agreed object of renegotiation being to develop a calendar which will result in full semester funding.
2. In each Fall Semester the appropriate Academic Administrator for the Campus will approve, by his signature, make up plans, which are to be submitted by each faculty member whose class(es) would otherwise normally meet on the days that are missed due to holidays or Organization Days.
3. Faculty members whose classes meet for the last session on Saturday or Sunday may submit grades for those classes not later than the calendar Monday next following their last day of class or on the All Grades Due date, whichever is later.

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1988-91

FALL SEMESTER 1988

First Day of Class: **Thursday, September 1, 1988**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Classes Begin		Sept. 12	Sept. 6	Sept. 7	Sept. 1	Sept. 2	Sept. 3
No Classes		Sept. 5 Labor Day		Aug. 31 Organization Day			
					Nov. 24 Thanksgiving	Nov. 25 Day After Thanksgiving	Nov. 26 Sat. After Thanksgiving
Classes End		Dec. 19	Dec. 13	Dec. 14	Dec. 15	Dec. 16	Dec. 17

Last Day of Class: **Monday, December 19, 1988**

All Grades Due Not Later Than Wednesday, December 21, 1988

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1988-91

WINTER SEMESTER 1989

First Day of Class: Monday, January 23, 1989

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Classes Begin		Jan. 23	Jan. 24	Jan. 25	Jan. 26	Jan. 27	Jan. 28
No Classes						Jan. 20 Organization Day	
		Mar. 20 Winter Break	Mar. 21 Winter Break	Mar. 22 Winter Break	Mar. 23 Winter Break	Mar. 24 Winter Break	Mar. 25 Winter Break
Classes End		May 8	May 9	May 10	May 11	May 12	May 13

Last Day of Class: Saturday, May 13, 1989

All Grades Due Not Later Than Monday, May 15, 1989

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1988-91

SUMMER SEMESTER 1989

First Day of Class: Wednesday, May 31, 1989

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Classes Begin		June 5	June 6	May 31	June 1	June 2	June 3
No Classes		July 3 Day Before Independence Day	July 4 Independence Day				
Classes End		July 31	Aug. 1	Aug. 2	Aug. 3		

Last Day of Class: Thursday, August 3, 1989

All Grades Due Not Later Than Friday, August 4, 1989

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1988-91

FALL SEMESTER 1989

First Day of Class: **Thursday, August 31, 1989**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Classes Begin		Sept. 11	Sept. 5	Sept. 6	Aug. 31	Sept. 1	Sept. 2
No Classes		Sept. 4 Labor Day		Aug. 30 Organization Day Full and Part-Time Faculty	Nov. 23 Thanksgiving	Nov. 24 Day After Thanksgiving	Nov. 25 Sat. After Thanksgiving
Classes End		Dec. 18	Dec. 12	Dec. 13	Dec. 14	Dec. 15	Dec. 16

Last Day of Class: **Monday, December 18, 1989**

All Grades Due Not Later Than Wednesday, December 20, 1989

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1988-91

WINTER SEMESTER 1990

First Day of Class: Friday, January 19, 1990

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Classes Begin		Jan. 22	Jan. 23	Jan. 24	Jan. 25	Jan. 19	Jan. 20
No Classes		Jan. 15 Martin L. King's Birthday			Jan. 18 Organization Day		
		Mar. 12 Winter Break	Mar. 13 Winter Break	Mar. 14 Winter Break	Mar. 15 Winter Break	Mar. 16 Winter Break	Mar. 17 Winter Break
	Apr. 15 Easter					Apr. 13 Good Friday	Apr. 14 Good Saturday
Classes End		May 7	May 8	May 9	May 10	May 11	May 12

Last Day of Class: Saturday, May 12, 1990

All Grades Due Not Later Than Monday, May 14, 1990

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1988-91

SUMMER SEMESTER 1990

First Day of Class: Wednesday, May 30, 1990

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Classes Begin		June 4	June 5	May 30	May 31	June 1	June 2
No Classes				July 4 Independence Day			
Classes End		July 30	July 31	Aug. 1	July 26	July 27	July 28

Last Day of Class: Wednesday, August 1, 1990

All Grades Due Not Later Than Friday, August 3, 1990

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1988-91

FALL SEMESTER 1990

First Day of Class: Thursday, August 30, 1990

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Classes Begin		Sept. 10	Sept. 4	Sept. 5	Aug. 30	Aug. 31	Sept. 1
No Classes		Sept. 3 Labor Day		Aug. 29 Organization Day Full and Part-Time Faculty			
					Nov. 22 Thanksgiving	Nov. 23 Day After Thanks-	Nov. 24 Sat. After Thanksgiving
Classes End		Dec. 17	Dec. 11	Dec. 12	Dec. 13	Dec. 14	Dec. 15

Last Day of Class: Monday, December 17, 1990

All Grades Due Not Later Than Wednesday, December 19, 1990

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1988-91

WINTER SEMESTER 1991

First Day of Class: Wednesday, January 23, 1991

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Classes Begin		Jan. 28	Jan. 29	Jan.23	Jan. 24	Jan. 25	Jan. 26
No Classes			Jan. 22 Organization Day Full and Part-Time Faculty				
		Mar. 25 Winter Break	Mar. 26 Winter Break	Mar. 27 Winter Break	Mar. 28 Winter Break	Mar. 29 Winter Break	Mar. 30 Winter Break
Classes End		May 13	May 14	May 8	May 9	May 10	May 11

Last Day of Class: Tuesday, May 14, 1991

All Grades Due Not Later Than Thursday, May 16, 1991

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1988-91

SUMMER SEMESTER 1991

First Day of Class: Thursday, May 30, 1991

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Classes Begin		June 3	June 4	June 5	May 30	May 31	June 1
No Classes					July 4 Independence Day		
Classes End		July 29	July 30	July 31	Aug. 1	July 26	July 27

Last Day of Class: Thursday, August 1, 1991

All Grades Due Not Later than Friday, August 2, 1991

APPENDIX B

Pay Dates

Full-Time

Beginning September 1 and ending June 30 of each contract year, pay dates for full-time faculty shall be the 15th and 30th of each month.

Part-Time

1. In each Fall Semester, pay dates for part-time faculty shall be the last day of each month during the semester.

2. In each Winter Semester, the first pay date for part-time faculty shall be the 15th of February or the regular work day closest to the 15th of February in each contract year. Subsequent pay dates shall be the last day of each month during the semester.

3. In each Spring Semester, the first pay date for part-time faculty shall be the 15th of June or the regular work day closest to the 15th of June in each contract year. Subsequent pay dates shall be the last day of each month during the semester.

4. The last pay due part-time faculty in any semester shall be collectible immediately after the instructor shall have properly submitted his grades to the College, consistent with the provisions contained in Appendix A.

General

If the pay date falls on a weekend or a holiday then the pay date shall be the regularly scheduled work day preceding the weekend or holiday.

Overload payments for any semester shall be paid on the thirtieth (30th) of each month.

APPENDIX C

Number:____________________

FORMAL GRIEVANCE

AMERICAN FEDERATION OF TEACHERS LOCAL 2000

Employee's Name:______________________________ SS#:__________

Employee's Position:____________________________ Date:__________

Provision of Master Agreement Alledgedly Violated:

	Violation 1	Violation 2	Violation 3	Violation 4	Violation 5
Article					
Section					
Sub-Section					
Page					
Date					

I. FACTS LEADING TO GRIEVANCE

FORMAL
GRIEVANCE
Number: ____________
Page 2

II. ACTION TAKEN PURSUANT TO PRE-GRIEVANCE PROCEDURE:

___ Met With Appropriate Administrator - Not Resolved

___ Met with Appropriate Administrator - Resolved

___ Unable to Meet With Supervisor

___ Other (Explain)

____

____

____

III. GRIEVANCE:

IV. RELIEF DEMANDED:

V. DISPOSITION:

Presented By: ______________________________ Date: __________
AFT Grievance Chairperson

Received By: ______________________________ Date: __________

APPENDIX D

FACULTY ORGANIZATION DAY

1. There shall be a Faculty Organization Day in both the Fall and Winter Semesters (calendar) of each academic year.

2. The day shall be divided into two (2) complete sessions: day session (9 a.m.-4 p.m.) and night session (6 p.m.-10 p.m.).

3. Part-time instructors shall be paid a stipend of $30.00 for attending the day session and a stipend of $25.00 for attending the evening session. The stipend shall be included in the paycheck for the pay period subsequent to that in which the session was held.

4. The agenda for each Faculty Organization Day shall be established by a standing committee formed in compliance with Article XXII subject to final approval by the Vice President for Academic Affairs. Such agenda shall be prominently posted at least two (2) weeks prior to the scheduled date.

5. Failure of any part-time instructor to attend a session of a Faculty Organization Day without reasonable cause shall result in loss of the stipend agreed to in section (3) of this Appendix and the placement of the part-time instructor's name at the bottom of the seniority list of part-time instructors in alphabetical order for the subsequent semester for the purposes of assignments.

6. Failure of any full-time instructor to attend a session of Faculty Organization Day without reasonable cause shall result in loss of pay equal to one fifth (1/5) of one week's pay.

APPENDIX E

Semester Hour Equivalents

A. The following educational obtainments shall be deemed equivalent to one (1) semester hour:

1. Each college or university semester credit hour.
2. Each one and one half (1 and 1/2) college or university quarter credit hours.
3. Each technical institute credit, military school credit, or vocational school credit, provided that the credit is obtained after not less than sixteen (16) clock hours of classroom type instruction for each credit obtained.
4. Each documented sixteen (16) clock hours of business and/or industry sponsored classroom type training program.
5. Each documented one hundred twenty eight (128) clock hours of formalized on the job training provided the employer providing that training indicates a commercially satisfactory acquisition of job skills.

B. Only related semester hour equivalents shall be considered for purposes of initial salary schedule placement or for salary schedule advancements.

C. Documented educational obtainments other than those listed in Section A. may be accepted as Semester Hour Equivalents at the sole discretion of the Employer after review of the content and duration of the educational obtainment.

D. On the job training semester hour equivalent credits obtained outside the College may be used for either initial salary schedule placement or for salary schedule advancements but not both.

APPENDIX F *

Wayne County Community College (52-56) Section No. ____________
FACULTY EVALUATION FORM (57-62) Date ____________
Level of Performance (63-70) Evaluator ____________
(First Name, Initial, Last Name)
1-Poor 2-Fair 3-Good
4-Excellent 5-Not Applicable (71-80) SS#(Instr.) ____________
6-No 7-Yes

Level Of Performance

Evaluation of one Presentation

During the class, the instructor:

1. related the lesson to the students' past knowledge or experience. ______
2. summarized briefly the material from last meeting and introduced new objectives for the day. ______
3. used instructional materials that enhanced the lesson ______
4. provided an opportunity for students' responses and/or participation. ______
5. varied the pace and methods of conducting the class. ______
6. reacted favorably to students' questions, answers and comments. ______

In the presentation, the instructor:

7. talked to the students and not to the instructional materials. ______
8. presented each idea or step in a logical sequence. ______
9. presented only one idea or method of doing an operation at a time. ______
10. presented the information or skill with ease. ______
11. the instructor presented the subject matter in a manner that could be understood easily ______

Level Of Performance

In the application, the instructor:

12. observed the students practicing and provided encouragement, correction, or additional information. ______
13. provided an opportunity for the students to show how well they had learned. ______
14. encouraged the students summarize the key points. ______
15. clarified any key points not covered by the students. ______

Checklist for Evaluating Specific Skills

In demonstrating a concept or principle, the instructor:

16. selected an example of the concept which could be easily demonstrated. ______
17. set up the demonstration where it could be easily viewed by each student. ______
18. related the new concept to students' previous experiences or instruction. ______
19. defined terms or gave background information when necessary. ______
20. had all materials and equipment ready for use. ______
21. performed the steps of the demonstration in a logical order. ______

*A FACULTY/ADMINISTRATION COMMITTEE SHALL BE APPOINTED TO REVISE THIS FORM

APPENDIX F

Wayne County Community College
FACULTY EVALUATION FORM
Level of Performance
1-Poor 2-Fair 3-Good
4-Excellent 5-Not Applicable
6-No 7-Yes

(52-56) Section No. ______________________
(57-62) Date ______________________
(63-70) Evaluator ______________________
(First Name, Initial, Last Name)
(71-80) SS#(Instr.) ______________________

Level Of Performance

22. observed students to see that they were following the demonstration. __________

23. summarized key points during or at the conclusion of the demonstration. __________

24. determined students' comprehension of the concept by some form of feedback. __________

25. used visual aids to illustrate any steps which were difficult to observe. __________

26. had students analyze a new situation in relation to the concept. __________

Checklist for Rating Overall Performance

The Instructor(s):

27. was prepared for the class. __________

28. presentation was well organized. __________

29. voice was audible. __________

30. could communicate the subject matter to the students. __________

31. was receptive to the expression of student views. __________

32. responded to questions in a way that was conducive to student learning. __________

33. managed the class in an orderly fashion. __________

34. made sure students were given feedback on their achievement of lesson

Level Of Performance

35. has appropriately paced the material to meet the stated course goals and/or corequisite and sequence requirements. __________

36. plan of work incorporates the departmental goals and objectives for the course. __________

Checklist for Rating Overall Performance

37. took attendance. __________

Syllabus Included:

38. goals __________

39. objectives __________

40. assignments __________

41. requirements __________

42. grading criteria/scale __________

43. learning activities __________

44. class policies/procedures __________

45. office hours __________

46. other ______________________
Specify

47. the instructor returned annual Faculty Academic Information Form. __________

The FAIF indicates that the instructor has:

APPENDIX F

Wayne County Community College	(52-56)	Section No.	______________
FACULTY EVALUATION FORM	(57-62)	Date	______________
Level of Performance	(63-70)	Evaluator	
1-Poor 2-Fair 3-Good			(First Name, Initial, Last Name)
4-Excellent 5-Not Applicable	(71-80)	SS#(Instr.)	______________
6-No 7-Yes			

	Level Of Performance
48. conscientiously made an effort to "keep up" in the discipline	______
49. taken a personal interest in the improvement of her/his teaching.	______
50. initiated efforts to improve course quality, experimented with new ways to improve quality of student achievement, made suggestions for library acquisitions, etc.	______
51. reviewed student evaluations	______

EVALUATOR'S RECOMMENDATIONS

FACULTY MEMBER'S COMMENTS (OPTIONAL)

Signature ______________________ Date __________
Evaluator

Signature ______________________ Date __________
*Faculty Member

* Signature indicates only that the instructor has read this evaluation. If does not indicate agreement.

Approved: 9/80

/WCCC AFT
Local 2000

APPENDIX G

Student Assisting Clusters

I. VOCATIONAL TECHNICAL EDUCATION

Auto Body Repair
Auto Service Technology
Aviation Mechanics
Building Operations Management
Commercial Vehicle Maintenance
Culinary Arts
Diesel Engine Mechanics
Drafting/CAD
Electrical Power Technician
Electromechanical/Robotics
Electronic Engineering
Electronics
Heating/Ventilation/Air Conditioning
Interior Design
Machine Tool/Numerical Control
Metallurgical Technician
Small Engine Repair
Telecommunications
Veterinary Technology
Video Technology

II. BUSINESS STUDIES

Accounting
Banking and Finance
Business
Business Law
Computer and Data Processing
Management
Marketing
Secretarial Science - Administrative
Secretarial Science - Court and Conference Reporting
Secretarial Science - General Office
Secretarial Science - Legal
Secretarial Science - Medical
Secretarial Science - Stenographic

III. HUMAN SERVICES

Child Care Technology
Corrections
Gerontology
Law Enforcement Administration
Mental Health
Substance Abuse Counseling

IV. HEALTH OCCUPATIONS

- Dental Assisting
- Dental Hygiene
- Dietary Manager
- Dietetic Technology
- Medical Laboratory Technology
- Nursing
- Occupational Therapy Assisting

V. INTERDISCIPLINARY STUDIES

- African-American Studies
- Muslim World Studies
- Open Studies
- Women's Studies

VI. ARTS AND SCIENCES/LIBERAL ARTS TRANSFER

- English
- Fine and Performing Arts
- Foreign Languages
- History
- Humanities
- Labor Studies
- Mathematics
- Natural Sciences
- Physical Sciences
- Pre-engineering
- Social and Behavioral Sciences
- Speech

APPENDIX H

Part-Time Faculty Discipline Seniority Chart

1. Open Studies Mathematics (O.S. MAT)
2. Open Studies Psychology (O.S. PSY)
3. Court and Conference Reporting (CCR)
4. Secretarial Science (SEC)
5. Speech (SPH)
6. Astronomy (AST)
7. Geography/Geology (GEG/GEL)
8. Arabic (ARA)
9. English As A Second Language (ENG)
10. French (FRE)
11. Muslim World Studies (MWS)
12. Spanish (SPA)
13. Psychology (PSY)
14. Computer and Data Processing (CDP)
15. Art (ART)
16. Dance (DAN)
17. Music (MUS)
18. Accounting (ACC)
19. Banking and Finance (BAF)
20. Open Studies English (O.S. ENG)
21. Reading (O.S. ENG-READING)
22. African-American Studies (AAS)
23. Humanities (HUM)
24. Economics (ECO)
25. Political Science (PS)
26. Allied Health/Human Services (ALH/HUS)
27. Child Care Technology (CCT)
28. Mental Health/Substance Abuse (MEH/SAC)
29. Interior Design (ID)
30. Recreation Leadership (RL)
31. Real Estate (RLE)
32. Anthropology (ANT)
33. History (HIS)
34. Social Science/Sociology (SSC/SOC)
35. Business/Business Law/Management/Marketing (BUS/BL/MGT/MKT)
36. Auto Body Repair (ABR)
37. Architectural Construction Technology (ACT)
38. Automotive Services Technology (AUT)
39. Diesel Engine Mechanics (DEM)
40. Drafting (DRT)
41. Metallurgical Technology (MET)
42. Machine Tool Technology/Numerical Control (MHT/NC)
43. Welding (WLT)
44. Biology (BIO)
45. Chemistry (CHM)
46. Physical Science/Physics (PSC/PHY)
47. English (ENG)
48. Mathematics (MAT)
49. Aviation Mechanics (AFM, APM, PPM)
50. Building Operations Management (BOM)

51. Career Education (CRE)
52. Corrections/Criminal Justice/Law Enforcement (COR/CJS/LEA)
53. Culinary Arts (CA)
54. Dental (DA/DEN//DLT)
55. Dietary Technology (DT)
56. Electrical/Electronics (CT/EE/EPT/ET)
57. Gerontology (GER)
58. Health Careers/Nursing (HEA/HEC/XNR/NUR)
59. Heating/Ventilation and Air Conditioning (HVAC)
60. Labor Studies (LS)
61. Medical Laboratory Technician (MLT)
62. Medical Records Technician (MRT)
63. Occupational Therapy (OTA)
64. Women's Studies (WS)
65. Hospitality Management (HMT)
66. Waste Water Treatment (WWT)
67. Health Careers (HEA/HEC)
68. Photography (PHO)
69. Robotics (ROB)
70. Commercial Vehicle Maintenance (CVM)
71. Dental Hygiene (DHY)
72. Philosophy (PHL)
73. Other Disciplines

APPENDIX J

No Class Assignment Roster

Class selection meeting for ______________________ _____ 19 ___ classes.

Discipline Grouping: ____

Date of Meeting ______________________ 19 __.

The following individuals were invited to the above class selection assignment meeting and did not acquire an assignment.

Name (Signature)	Phone	Discipline Seniority Hrs.
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	

APPENDIX K

Instructional Load
and
Seniority Credit Chart

LIBERAL ARTS

Disciplines		Fall	Winter	Spring
English composition) Speech) Nursing 101 & 102)	Load:	15 cnt.hours	12 cnt.hours	0
	Seniority:	.5	.5	0
All Others	Load:	15 cnt.hours	15 cnt.hours	0
	Seniority:	.5	.5	0

VOCATIONAL TECHNICAL

Disciplines		Fall	Winter	Spring
All	Load:	20 cnt.hours	20 cnt.hours	0
	Seniority:	.5	.5	0

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING # 1

1987

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

> Counselor(s) may be assigned in each semester as part of their regular work load up to three (3) contact hours of classroom instruction for College orientation and/or Career Education type courses.

WAYNE COUNTY COMMUNITY COLLEGE
FEDERATION OF TEACHERS

Claude M. Chapman Jr
Claude M. Chapman
President

Dated: 11-29-88

Thomas H. Randolph
Thomas H. Randolph
Chief Negotiator

Dated: 11-29-88

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE BOARD OF
TRUSTEES

Ronald J. Temple
Ronald J. Temple
President

Dated: 11-30-88

Pauline Lloyd
Pauline Lloyd
Manager, Labor Relations

Dated: Nov. 30, 1988

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING # 2

1987

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

1. All part-time faculty must have a Master's Degree or a higher degree in the discipline being taught, or a related area, as determined by the Vice President for Academic Affairs and the Director of Personnel.

2. Part-time faculty members who do not meet the requirements of section 1 above shall be removed from the seniority list.

3. Part-time vocational studies faculty shall be excluded from the operation of the provisions of this memorandum.

4. The parties agree that full-time faculty as of May 1, 1984 who hold Master's Degree(s) from an accredited college or university are deemed to be in compliance with the provisions of Article XXIII entitled Employment. It is further agreed that any faculty member employed as of the date of this Agreement is deemed to be in compliance with the provisions of Article XXIII entitled Employment.

5. Individual waivers to the requirements of this memorandum may be obtained only upon the written approval of the President of the College.

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS

Claude m Chapman Jr
Claude M. Chapman
President

Dated: 11-29-88

Thomas H. Randolph
Thomas H. Randolph
Chief Negotiator

Dated: 11-29-88

ON BEHALF OF THE WAYNE COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES

Ronald J. Temple
Ronald J. Temple
President

Dated: 11-30-88

Pauline Lloyd
Pauline Lloyd
Manager, Labor Relations

Dated: Nov. 30, 1988

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING # 3

1987

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

> Any full-time qualified Nursing Instructor who exclusively selects teaching assignments in Nursing 101 and/or Nursing 102 in any academic year shall have his workload reduced by one (1) class for the academic year as designated by the appropriate academic administrator.

WAYNE COUNTY COMMUNITY COLLEGE
FEDERATION OF TEACHERS

Claude M. Chapman
Claude M. Chapman
President

Dated: 11-29-88

Thomas H. Randolph
Thomas H. Randolph
Chief Negotiator

Dated: 11-29-88

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE BOARD OF
TRUSTEES

Ronald J. Temple
Ronald J. Temple
President

Dated: 11-30-88

Pauline Lloyd
Pauline Lloyd
Manager, Labor Relations

Dated: Nov. 30, 1988

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING # 4

1987

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

> The listed below full-time vocational/technical instructors shall be granted two contact hours of release time in the Fall or Winter Semesters in each academic year:
>
> 1. Fred Barclift
> 2. Kenneth Chapman
> 3. George Lakkis
> 4. John McLaughlin
> 5. Peter Sugameli
>
> The above faculty shall report to the appropriate academic administrator and submit written reports and accomplishments including but not limited to the following activities:
>
> 1. Student recruitment through high school articulation programs.
> 2. Assist with Co-op student placements.
> 3. Establish safety procedures for proper operation of equipment based on OSHA standards
> 4. Develop technical specification necessary to assist the Executive Dean in the submission of requests for grant funding.

WAYNE COUNTY COMMUNITY COLLEGE
FEDERATION OF TEACHERS

Claude M. Chapman
Claude M. Chapman
President

Dated: 11-29-88

Thomas H. Randolph
Thomas H. Randolph
Chief Negotiator

Dated: 11-29-88

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE BOARD OF
TRUSTEES

Ronald J. Temple
Ronald J. Temple
President

Dated: 11-30-88

Pauline Lloyd
Pauline Lloyd
Manager, Labor Relations

Dated: Nov. 30, 1988

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING # 5

1987

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

1. The Board shall grant to Dr. Thomas Randolph and bear the cost of release time from three (3) contact hours of instruction in each semester during the life of this Agreement in order to compensate him for contract administration.

2. The Board shall grant to Mr. Claude Chapman and bear the cost of release time from six (6) contact hours of instruction in each semester during the life of this Agreement in order to compensate him for serving on the Committee for Enrollment Enhancement and for serving as Co-chairperson on the Task Force for Development of Faculty Evaluation by Department Chairs.

3. It is agreed and understood that no person released under the provisions of this Memorandum of Understanding may select an overload assignment which is scheduled at the same time as the contract obligation from which they are released.

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS

Claude M Chapman Jr

Claude M. Chapman
President

Dated: 11-29-88

Thomas H. Randolph

Thomas H. Randolph
Chief Negotiator

Dated: 11-29-88

ON BEHALF OF THE WAYNE COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES

Ronald J. Temple

Ronald J. Temple
President

Dated: 11-30-88

Pauline Lloyd

Pauline Lloyd
Manager, Labor Relations

Dated: Nov. 30, 1988

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING # 6

1987

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

1. The parties agree to explore ways of making available additional optional life insurance amounts for full-time faculty members from the College's current carrier.
2. The parties agree that any such additional optional coverage shall be paid for by the faculty members by payroll deduction.
3. That if such additional coverage can be made available the full-time faculty members may begin purchasing optional life insurance by payroll deduction effective January 1, 1989.

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS

Claude M. Chapman
Claude M. Chapman
President

Dated: 11-29-88

Thomas H. Randolph
Thomas H. Randolph
Chief Negotiator

Dated: 11-29-88

ON BEHALF OF THE WAYNE COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES

Ronald J. Temple
Ronald J. Temple
President

Dated: 11-30-88

Pauline Lloyd
Pauline Lloyd
Manager, Labor Relations

Dated: Nov. 30, 1988

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING # 7

1987

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

1. To convene an eight (8) member committee comprised of four administrators and four union representatives to study existing early retirement incentive programs, to determine whether such a system of early retirement incentives would be mutually beneficial to the Employer and the Union, and to make appropriate recommendations.
2. There shall be four (4) persons appointed to the Committee from the Union and four (4) persons appointed to the Committee from the College.

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS	**ON BEHALF OF THE WAYNE COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES**
Claude m. Chapman	Ronald J. Temple
Claude M. Chapman President	Ronald J. Temple President
Dated: 11-29-88	Dated: 11-30-88
Thomas H. Randolph	Pauline Lloyd
Thomas H. Randolph Chief Negotiator	Pauline Lloyd Manager, Labor Relations
Dated: 11-29-88	Dated: Nov. 30, 1988

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING # 8

1987

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

> Faculty members assigned to Department Chairperson duties for instructional discipline groupings shall be granted six (6) contact hours release time in each semester. There shall be no additional stipend for such assigned duties.

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS	**ON BEHALF OF THE WAYNE COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES**
Claude M. Chapman	Ronald J. Temple
Claude M. Chapman **President**	**Ronald J. Temple** **President**
Dated: 11-29-88	**Dated:** 11-30-88
Thomas H. Randolph	Pauline Lloyd
Thomas H. Randolph **Chief Negotiator**	**Pauline Lloyd** **Manager, Labor Relations**
Dated: 11-29-88	**Dated:** Nov. 30, 1988

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING # 9

1987

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

> The Employer agrees during the life of the 1988-91 Master Agreement not to establish a full time vacancy in Psychology, Sociology, Political Science, or Afro American Studies unless thirty (30) or more contact hours were taught by part-time instructors in the respective discipline in the previous academic year during the normal work week as defined in Article XVIII, Section E, Work Week.

WAYNE COUNTY COMMUNITY COLLEGE
FEDERATION OF TEACHERS

Claude M. Chapman Jr
Claude M. Chapman
President

Dated: 11-29-88

Thomas H. Randolph
Thomas H. Randolph
Chief Negotiator

Dated: 11-29-88

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE BOARD OF
TRUSTEES

Ronald J. Temple
Ronald J. Temple
President

Dated: 11-30-88

Pauline Lloyd
Pauline Lloyd
Manager, Labor Relations

Dated: Nov. 30, 1988

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING # 10

1987

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

1. It is agreed that the College will offer for selection by Federation Bargaining Unit Members fifty five percent (55%) of the classes scheduled in its Community Services, Contracted Training and Continuing Education Programs within a calendar year. These classes will be offered for selection in accordance with Article XV - Assignments of the Collective Bargaining Agreement between the College and the Federation. The College shall contact the Department/Division Chairperson and request that he identify Bargaining Unit Members within his Department/Division to teach these classes. If within five (5) working days of the request the Chairperson is unable to identify Bargaining Unit Members to teach these classes, then the College may offer the classes to instructors who are not Bargaining Unit Members. Excluded from this provision are academic extension courses such as those offered at high schools and churches. Faculty assignments for these academic extension courses shall be made in accordance with Article XV - Assignments of the Collective Bargaining (Master) Agreement.

2. It is agreed that for classes offered to, but not selected by, Federation Bargaining Unit Members and for all other classes scheduled within these Programs, the College reserves the right to select instructors to teach these classes who are not Federation Bargaining Unit Members.

3. It is agreed that for each instructor teaching in the Programs who is not a Federation Bargaining Unit Member, the College will pay to the Federation one half percent (0.5%) of the gross amount paid to the instructor to teach the course. Payment of this fee for instructors teaching in these programs shall not be retroactive but shall commence with each new assignment given an Instructor after the effective date of this Memorandum of Understanding.

4. It is agreed that full time Federation Bargaining Unit Members who select classes within the Programs as part of their regular contractual load due to the fact that they were unable to select a full contractual load from courses outside of the Programs, shall be compensated for those classes at the salary rate specified in the Collective Bargaining Agreement between the College and the Federation. For all other clases selected by Federation Bargaining Unit Members within these Programs, the College within its sole discretion shall establish the compensation rate which will be paid the instructor.

5. It is agreed that the College will tender to the Federation the sum of Nine Thousand ($9,000) Dollars paid in accordance with the following schedule: November 30, 1987 - $3,000.00; September 30, 1988 - $3,000.00; September 30, 1989 - $3,000.00.

6 This Memorandum of Understanding is an Addendum to the Collective Bargaining (Master) Agreement between the Federation and the College.

7. It is agreed that except as set forth above, the provisions of the Collective Bargaining (Master) Agreement between the College and the Federation shall not be applicable to the College's Community Services, Contracted Training, and Continuing Education Programs, or to the instructors who teach in those Programs.

WAYNE COUNTY COMMUNITY COLLEGE
FEDERATION OF TEACHERS

Claude M. Chapman
Claude M. Chapman
President

Dated: 11-29-88

Thomas H. Randolph
Thomas H. Randolph
Chief Negotiator

Dated: 11-29-88

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE BOARD OF
TRUSTEES

Ronald J. Temple
Ronald J. Temple
President

Dated: 11-30-88

Pauline Lloyd
Pauline Lloyd
Manager, Labor Relations

Dated: Nov. 30, 1988

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING # 11

1988

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

> Class selection by part-time faculty shall take place only after class cancellations have been completed and class selections by full-time faculty have been finalized, but in no event later than two days before commencement of classes.

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS	**ON BEHALF OF THE WAYNE COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES**
Claude M. Chapman Jr	Ronald J. Temple
Claude M. Chapman President	Ronald J. Temple President
Dated: 11-29-88	Dated: 11-30-88
Thomas H. Randolph	Pauline Lloyd
Thomas H. Randolph Chief Negotiator	Pauline Lloyd Manager, Labor Relations
Dated: 11-29-88	Dated: Nov. 30, 1988

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